

Confidentiality Requested:

Yes No

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1

January 2018

Form must be Typed

Form must be Signed

All blanks must be Filled

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____

CONTRACTOR: License # _____

Name: _____

Wellsite Geologist: _____

Purchaser: _____

Designate Type of Completion:

New Well Re-Entry Workover

Oil WSW SWD

Gas DH EOR

OG GSW

CM (Coal Bed Methane)

Cathodic Other (Core, Expl., etc.): _____

If Workover/Re-entry: Old Well Info as follows:

Operator: _____

Well Name: _____

Original Comp. Date: _____ Original Total Depth: _____

Deepening Re-perf. Conv. to EOR Conv. to SWD

Plug Back Liner Conv. to GSW Conv. to Producer

Commingled Permit #: _____

Dual Completion Permit #: _____

SWD Permit #: _____

EOR Permit #: _____

GSW Permit #: _____

Spud Date or Date Reached TD Completion Date or Recompletion Date

API No.: _____

Spot Description: _____

_____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ East West

_____ Feet from North / South Line of Section

_____ Feet from East / West Line of Section

Footages Calculated from Nearest Outside Section Corner:

NE NW SE SW

GPS Location: Lat: _____, Long: _____
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)

Datum: NAD27 NAD83 WGS84

County: _____

Lease Name: _____ Well #: _____

Field Name: _____

Producing Formation: _____

Elevation: Ground: _____ Kelly Bushing: _____

Total Vertical Depth: _____ Plug Back Total Depth: _____

Amount of Surface Pipe Set and Cemented at: _____ Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set: _____ Feet

If Alternate II completion, cement circulated from: _____

feet depth to: _____ w/ _____ sx cmt.

Drilling Fluid Management Plan

(Data must be collected from the Reserve Pit)

Chloride content: _____ ppm Fluid volume: _____ bbls

Dewatering method used: _____

Location of fluid disposal if hauled offsite:

Operator Name: _____

Lease Name: _____ License #: _____

Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West

County: _____ Permit #: _____

AFFIDAVIT

I am the affiant and I hereby certify that all requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Submitted Electronically

KCC Office Use ONLY

Confidentiality Requested

Date: _____

Confidential Release Date: _____

Wireline Log Received Drill Stem Tests Received

Geologist Report / Mud Logs Received

UIC Distribution

ALT I II III Approved by: _____ Date: _____

Operator Name: _____ Lease Name: _____ Well #: _____

Sec. _____ Twp. _____ S. R. _____ East West County: _____

INSTRUCTIONS: Show important tops of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed.

Final Radioactivity Log, Final Logs run to obtain Geophysical Data and Final Electric Logs must be emailed to kcc-well-logs@kcc.ks.gov. Digital electronic log files must be submitted in LAS version 2.0 or newer AND an image file (TIFF or PDF).

Drill Stem Tests Taken <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input type="checkbox"/> Yes <input type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Run <input type="checkbox"/> Yes <input type="checkbox"/> No Geologist Report / Mud Logs <input type="checkbox"/> Yes <input type="checkbox"/> No List All E. Logs Run:	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample Name Top Datum
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CASING RECORD <input type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

1. Did you perform a hydraulic fracturing treatment on this well? Yes No *(If No, skip questions 2 and 3)*
2. Does the volume of the total base fluid of the hydraulic fracturing treatment exceed 350,000 gallons? Yes No *(If No, skip question 3)*
3. Was the hydraulic fracturing treatment information submitted to the chemical disclosure registry? Yes No *(If No, fill out Page Three of the ACO-1)*

Date of first Production/Injection or Resumed Production/Injection:	Producing Method: <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other <i>(Explain)</i> _____			
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5)</i> <i>(Submit ACO-4)</i>	PRODUCTION INTERVAL: Top Bottom
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Shots Per Foot	Perforation Top	Perforation Bottom	Bridge Plug Type	Bridge Plug Set At	Acid, Fracture, Shot, Cementing Squeeze Record <i>(Amount and Kind of Material Used)</i>

TUBING RECORD:	Size:	Set At:	Packer At:	
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**TRILOBITE
TESTING, INC.**

DRILL STEM TEST REPORT

Val Energy Inc
125 N. Market St.
STE 1110
Wichita Ks 67202-1728
ATTN: Dustin Wyer, Tim Pri

21-8s-35w Thomas
Otto #2-21
Job Ticket: 63854 **DST#: 1**
Test Start: 2018.03.31 @ 16:15:12

GENERAL INFORMATION:

Formation: **LKC A-C**
Deviated: No Whipstock: ft (KB)
Time Tool Opened: 18:36:37
Time Test Ended: 23:28:21
Interval: **4146.00 ft (KB) To 4205.00 ft (KB) (TVD)**
Total Depth: 4205.00 ft (KB) (TVD)
Hole Diameter: 7.85 inches Hole Condition: Fair
Test Type: Conventional Bottom Hole (Initial)
Tester: Ray Schwager
Unit No: 77
Reference Elevations: 3306.00 ft (KB)
3298.00 ft (CF)
KB to GR/CF: 8.00 ft

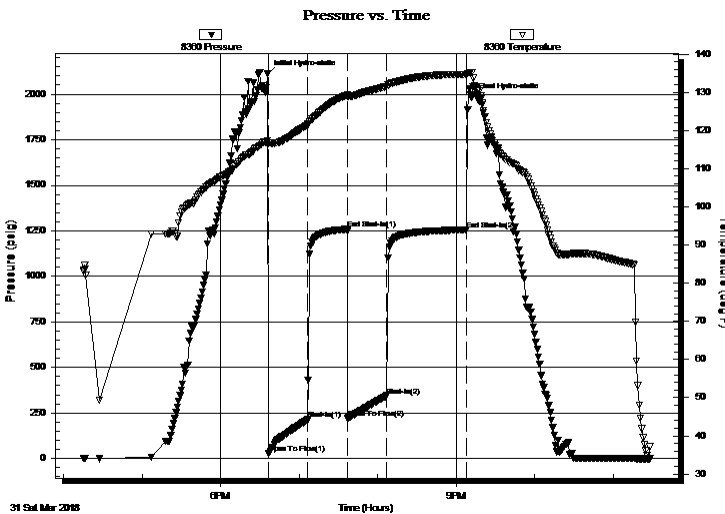
Serial #: 8360

Inside

Press@RunDepth: 344.16 psig @ 4149.00 ft (KB) Capacity: 8000.00 psig
Start Date: 2018.03.31 End Date: 2018.03.31 Last Calib.: 2018.03.31
Start Time: 16:15:12 End Time: 23:28:21 Time On Btm: 2018.03.31 @ 18:35:52
Time Off Btm: 2018.03.31 @ 21:11:51

TEST COMMENT: 30-IFP-w eak to BOB in 10 min
30-ISIP-no blow back
30-FFP-w eak to BOB in 20 min
60-FSIP-no blow back

PRESSURE SUMMARY



Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation
0	2109.93	117.28	Initial Hydro-static
1	25.54	116.64	Open To Flow (1)
31	212.92	121.47	Shut-In(1)
61	1257.88	129.26	End Shut-In(1)
62	220.65	128.93	Open To Flow (2)
91	344.16	131.51	Shut-In(2)
152	1255.84	134.70	End Shut-In(2)
156	1979.66	135.20	Final Hydro-static

Recovery

Length (ft)	Description	Volume (bbl)
625.00	Water	6.24
150.00	MW 15%M85%W	2.10

Gas Rates

Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)



**TRILOBITE
TESTING, INC.**

DRILL STEM TEST REPORT

FLUID SUMMARY

Val Energy Inc

21-8s-35w Thomas

125 N. Market St.

Otto #2-21

STE 1110

Job Ticket: 63854

DST#: 1

Wichita Ks 67202-1728

Test Start: 2018.03.31 @ 16:15:12

ATTN: Dustin Wyer, Tim Pri

Mud and Cushion Information

Mud Type: Gel Chem

Cushion Type:

Oil API:

deg API

Mud Weight: 9.00 lb/gal

Cushion Length:

ft

Water Salinity:

54000 ppm

Viscosity: 60.00 sec/qt

Cushion Volume:

bbbl

Water Loss: 6.40 in³

Gas Cushion Type:

Resistivity: ohm.m

Gas Cushion Pressure:

psig

Salinity: 3400.00 ppm

Filter Cake: 1.00 inches

Recovery Information

Recovery Table

Length ft	Description	Volume bbbl
625.00	Water	6.242
150.00	MW 15%M85%W	2.104

Total Length: 775.00 ft Total Volume: 8.346 bbl

Num Fluid Samples: 0

Num Gas Bombs: 0

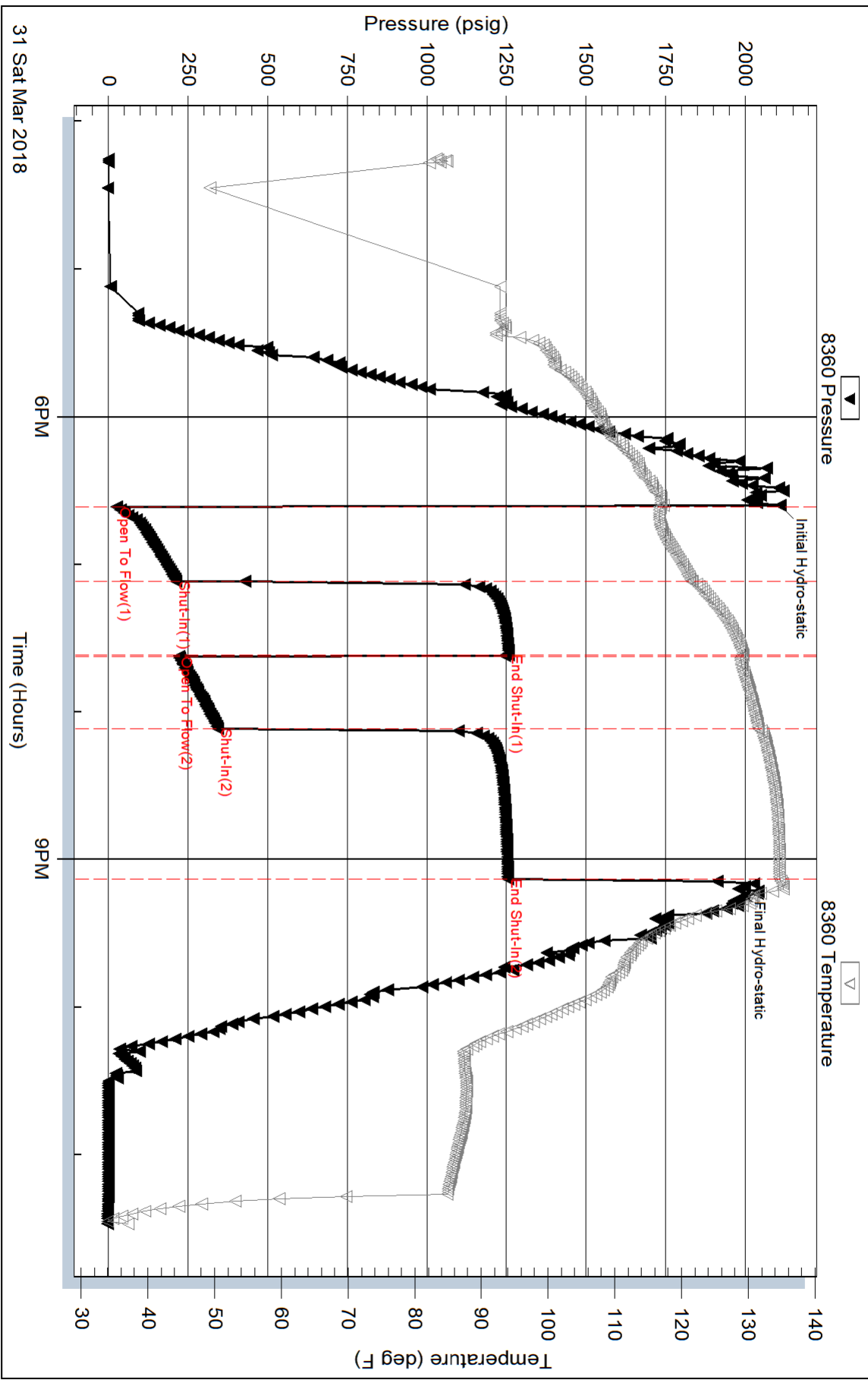
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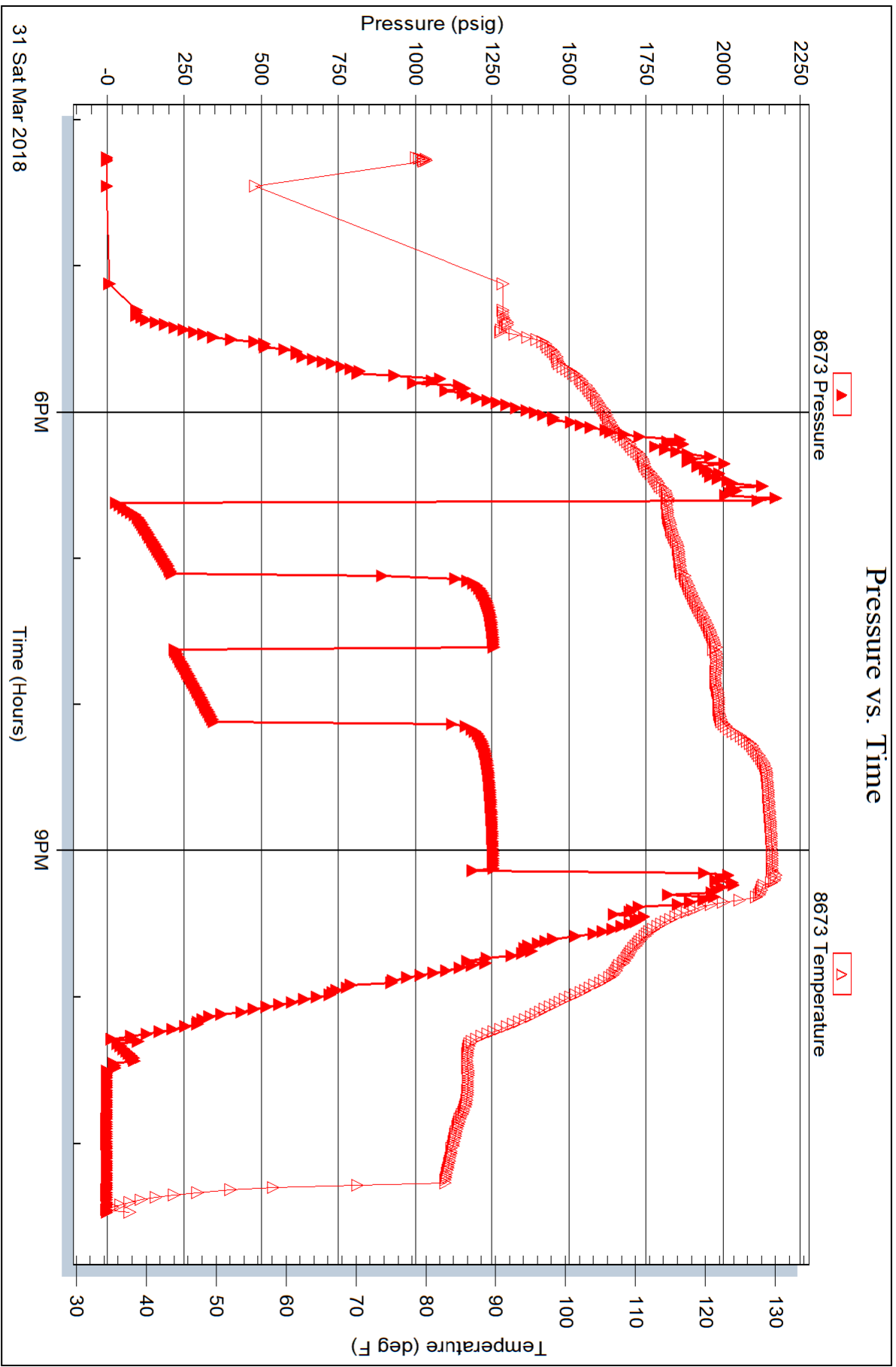
Laboratory Name:

Laboratory Location:

Recovery Comments: RW .15 @ 65F

Pressure vs. Time







TRILOBITE TESTING, INC.

DRILL STEM TEST REPORT

Val Energy Inc
 125 N. Market St.
 STE 1110
 Wichita Ks 67202-1728
 ATTN: Dustin Wyer, Tim Pri

21-8s-35w Thomas
Otto #2-21
 Job Ticket: 63855 **DST#: 2**
 Test Start: 2018.04.01 @ 18:20:45

GENERAL INFORMATION:

Formation: **LKC "J"**
 Deviated: No Whipstock: ft (KB)
 Time Tool Opened: 20:32:10
 Time Test Ended: 00:51:24
 Interval: **4326.00 ft (KB) To 4348.00 ft (KB) (TVD)**
 Total Depth: 4348.00 ft (KB) (TVD)
 Hole Diameter: 7.85 inches Hole Condition: Fair
 Test Type: Conventional Bottom Hole (Reset)
 Tester: Ray Schwager
 Unit No: 77
 Reference Elevations: 3306.00 ft (KB)
 3298.00 ft (CF)
 KB to GR/CF: 8.00 ft

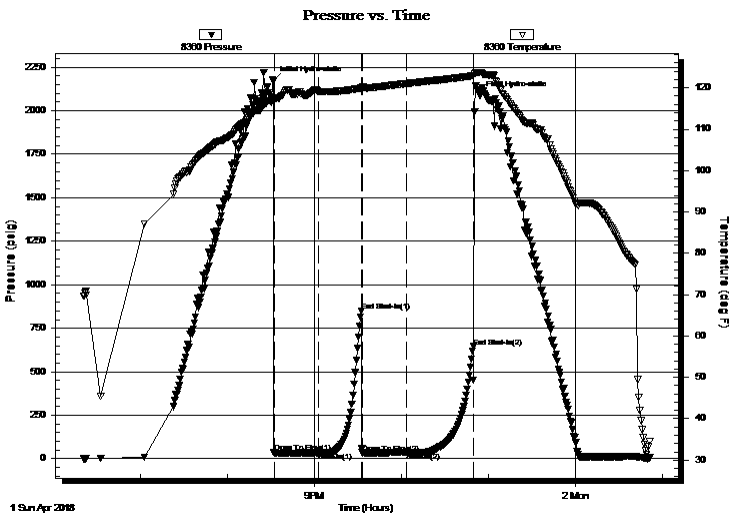
Serial #: 8360

Inside

Press@RunDepth: 37.25 psig @ 4327.00 ft (KB) Capacity: 8000.00 psig
 Start Date: 2018.04.01 End Date: 2018.04.02 Last Calib.: 2018.04.02
 Start Time: 18:20:45 End Time: 00:51:24 Time On Btm: 2018.04.01 @ 20:31:40
 Time Off Btm: 2018.04.01 @ 22:54:09

TEST COMMENT: 30-IFP-weak blow thru-out 1/4blow
 30-ISIP-no blow back
 30-FFP-no blow
 45-FSIP-no blow back

PRESSURE SUMMARY



Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation
0	2170.03	117.52	Initial Hydro-static
1	34.83	117.14	Open To Flow (1)
31	35.53	119.08	Shut-In(1)
61	850.39	119.93	End Shut-In(1)
62	33.55	120.00	Open To Flow (2)
92	37.25	121.01	Shut-In(2)
138	644.51	122.94	End Shut-In(2)
143	2089.11	123.71	Final Hydro-static

Recovery

Length (ft)	Description	Volume (bbl)
10.00	MGO 5%G40%M55%O	0.00

* Recovery from multiple tests

Gas Rates

Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)



**TRILOBITE
TESTING, INC.**

DRILL STEM TEST REPORT

FLUID SUMMARY

Val Energy Inc
125 N. Market St.
STE 1110
Wichita Ks 67202-1728
ATTN: Dustin Wyer, Tim Pri

21-8s-35w Thomas
Otto #2-21
Job Ticket: 63855 **DST#: 2**
Test Start: 2018.04.01 @ 18:20:45

Mud and Cushion Information

Mud Type: Gel Chem	Cushion Type:	Oil API:	deg API
Mud Weight: 9.00 lb/gal	Cushion Length: ft	Water Salinity:	ppm
Viscosity: 59.00 sec/qt	Cushion Volume: bbl		
Water Loss: 10.36 in ³	Gas Cushion Type:		
Resistivity: ohm.m	Gas Cushion Pressure: psig		
Salinity: 5000.00 ppm			
Filter Cake: 1.00 inches			

Recovery Information

Recovery Table

Length ft	Description	Volume bbl
10.00	MGO 5%G40%M55%O	0.000

Total Length: 10.00 ft Total Volume: bbl
Num Fluid Samples: 0 Num Gas Bombs: 0 Serial #:
Laboratory Name: Laboratory Location:
Recovery Comments:

Serial #: 8360

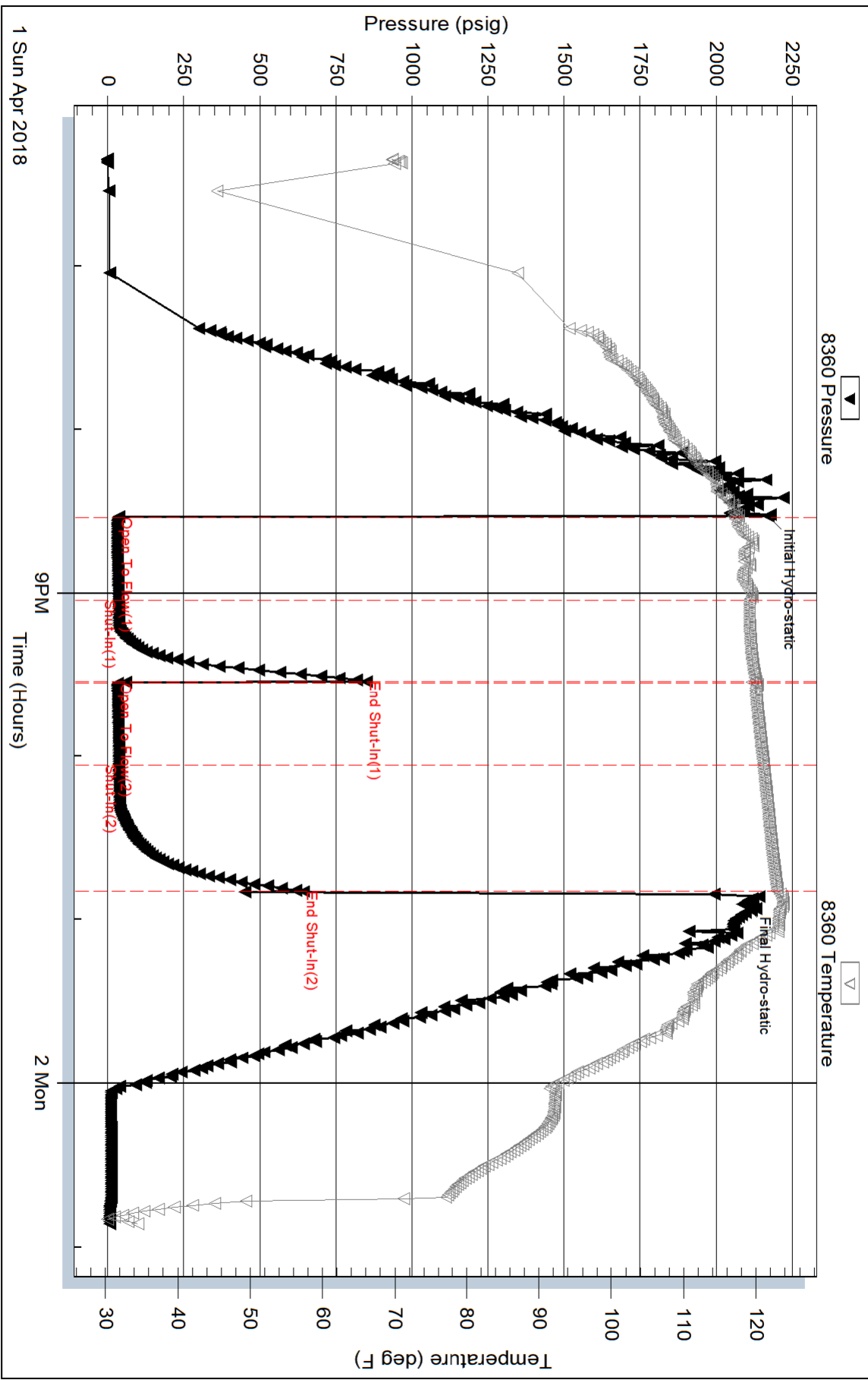
Inside

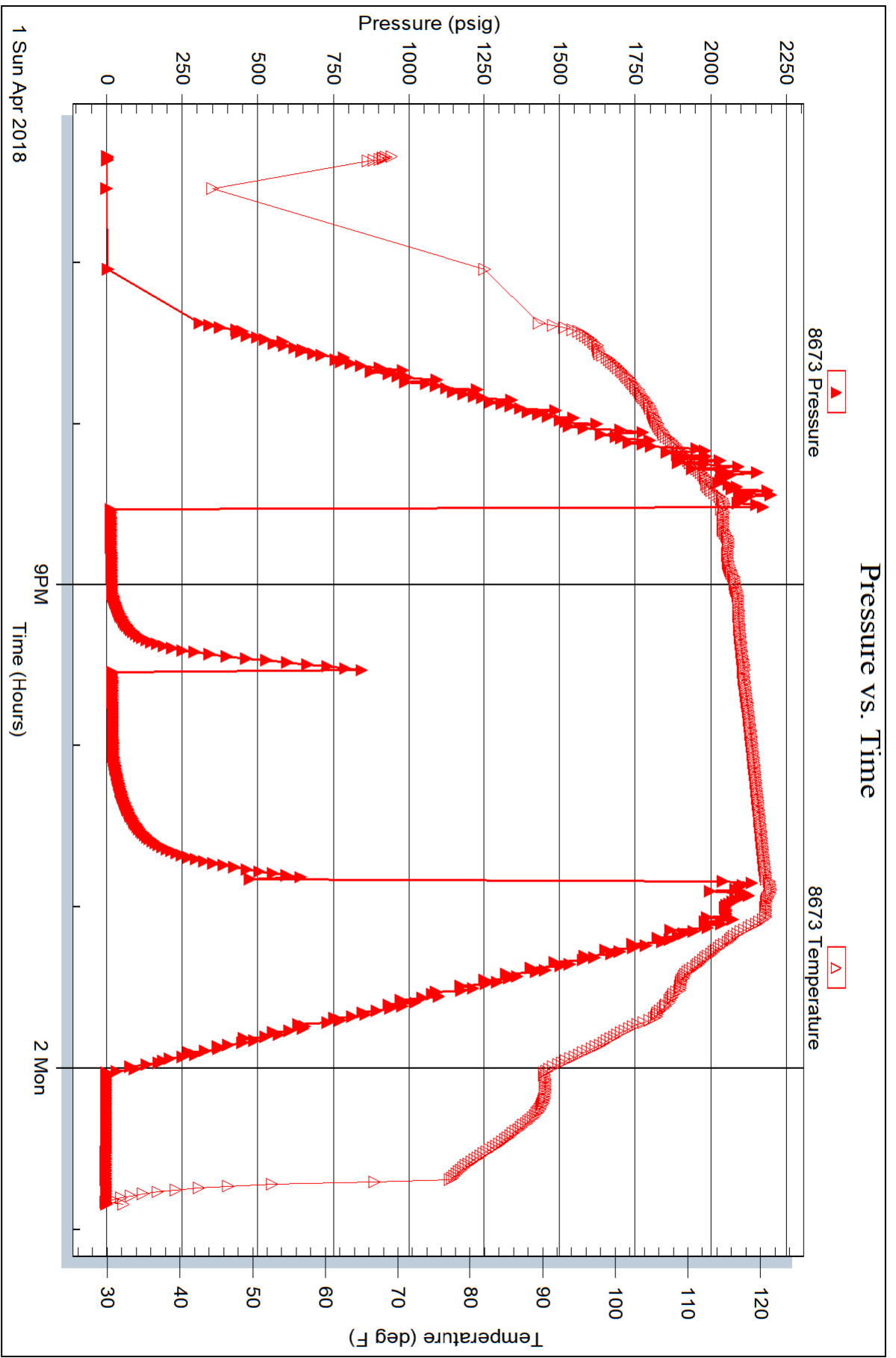
Val Energy Inc

Otto #2-21

DST Test Number: 2

Pressure vs. Time







TRILOBITE TESTING, INC.

DRILL STEM TEST REPORT

Val Energy Inc
 125 N. Market St.
 STE 1110
 Wichita Ks 67202-1728
 ATTN: Dustin Wyer, Tim Pri

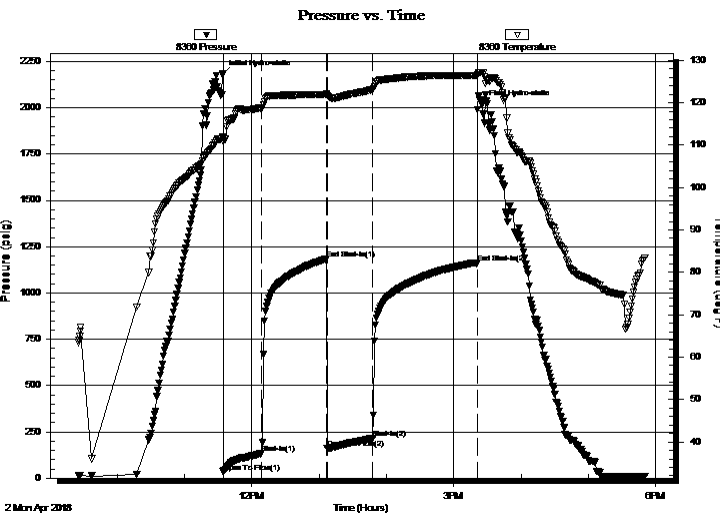
21-8s-35w Thomas
Otto #2-21
 Job Ticket: 63856 **DST#: 3**
 Test Start: 2018.04.02 @ 09:25:36

GENERAL INFORMATION:

Formation: **LKC I,J,K**
 Deviated: No Whipstock: ft (KB)
 Test Type: Conventional Bottom Hole (Reset)
 Time Tool Opened: 11:34:31 Tester: Ray Schwager
 Time Test Ended: 17:50:45 Unit No: 77
 Interval: **4295.00 ft (KB) To 4380.00 ft (KB) (TVD)** Reference Elevations: 3306.00 ft (KB)
 Total Depth: 4380.00 ft (KB) (TVD) 3298.00 ft (CF)
 Hole Diameter: 7.85 inches Hole Condition: Fair KB to GR/CF: 8.00 ft

Serial #: 8360 Inside
 Press@RunDepth: 216.25 psig @ 4297.00 ft (KB) Capacity: 8000.00 psig
 Start Date: 2018.04.02 End Date: 2018.04.02 Last Calib.: 2018.04.02
 Start Time: 09:25:36 End Time: 17:50:45 Time On Btm: 2018.04.02 @ 11:33:46
 Time Off Btm: 2018.04.02 @ 15:25:15

TEST COMMENT: 30-IFP-weak to BOB in 12min
 60-ISIP-BOB blow back in 58 min
 45-FFP-BOB thru-out
 90-FSIP-BOB blow back thru-out



PRESSURE SUMMARY

Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation
0	2177.69	111.67	Initial Hydro-static
1	34.13	110.81	Open To Flow (1)
35	133.99	118.84	Shut-In(1)
93	1183.05	121.98	End Shut-In(1)
94	161.39	121.65	Open To Flow (2)
134	216.25	123.14	Shut-In(2)
227	1160.42	126.38	End Shut-In(2)
232	2018.05	127.13	Final Hydro-static

Recovery

Length (ft)	Description	Volume (bbl)
250.00	HO&GCM 20%G30%O50%M	0.98
375.00	CO	5.26
0.00	1120' GIP	0.00

* Recovery from multiple tests

Gas Rates

Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)



TRILOBITE TESTING, INC.

DRILL STEM TEST REPORT

Val Energy Inc
 125 N. Market St.
 STE 1110
 Wichita Ks 67202-1728
 ATTN: Dustin Wyer, Tim Pri

21-8s-35w Thomas
Otto #2-21
 Job Ticket: 63856 **DST#: 3**
 Test Start: 2018.04.02 @ 09:25:36

GENERAL INFORMATION:

Formation: **LKC I,J,K**
 Deviated: No Whipstock: ft (KB)
 Test Type: Conventional Bottom Hole (Reset)
 Time Tool Opened: 11:34:31
 Tester: Ray Schwager
 Time Test Ended: 17:50:45
 Unit No: 77
Interval: 4295.00 ft (KB) To 4380.00 ft (KB) (TVD)
 Reference Elevations: 3306.00 ft (KB)
 Total Depth: 4380.00 ft (KB) (TVD)
 3298.00 ft (CF)
 Hole Diameter: 7.85 inches
 Hole Condition: Fair
 KB to GR/CF: 8.00 ft

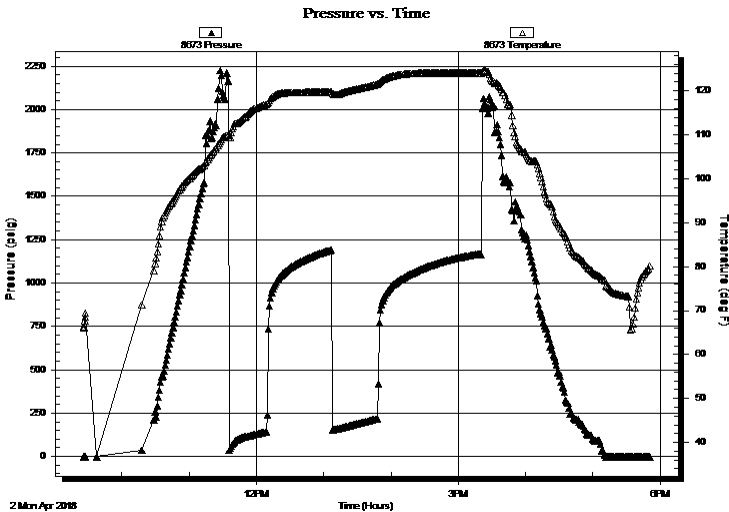
Serial #: 8673

Outside

Press@RunDepth: psig @ 4297.00 ft (KB) Capacity: 8000.00 psig
 Start Date: 2018.04.02 End Date: 2018.04.02 Last Calib.: 2018.04.02
 Start Time: 09:26:03 End Time: 17:50:57 Time On Btm:
 Time Off Btm:

TEST COMMENT: 30-IFP-w eak to BOB in 12min
 60-ISIP-BOB blow back in 58 min
 45-FFP-BOB thru-out
 90-FSIP-BOB blow back thru-out

PRESSURE SUMMARY



Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation

Recovery

Length (ft)	Description	Volume (bbl)
250.00	HO&GCM 20%G30%O50%M	0.98
375.00	CO	5.26
0.00	1120' GIP	0.00

* Recovery from multiple tests

Gas Rates

Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)



**TRILOBITE
TESTING, INC.**

DRILL STEM TEST REPORT

FLUID SUMMARY

Val Energy Inc
125 N. Market St.
STE 1110
Wichita Ks 67202-1728
ATTN: Dustin Wyer, Tim Pri

21-8s-35w Thomas
Otto #2-21
Job Ticket: 63856 **DST#: 3**
Test Start: 2018.04.02 @ 09:25:36

Mud and Cushion Information

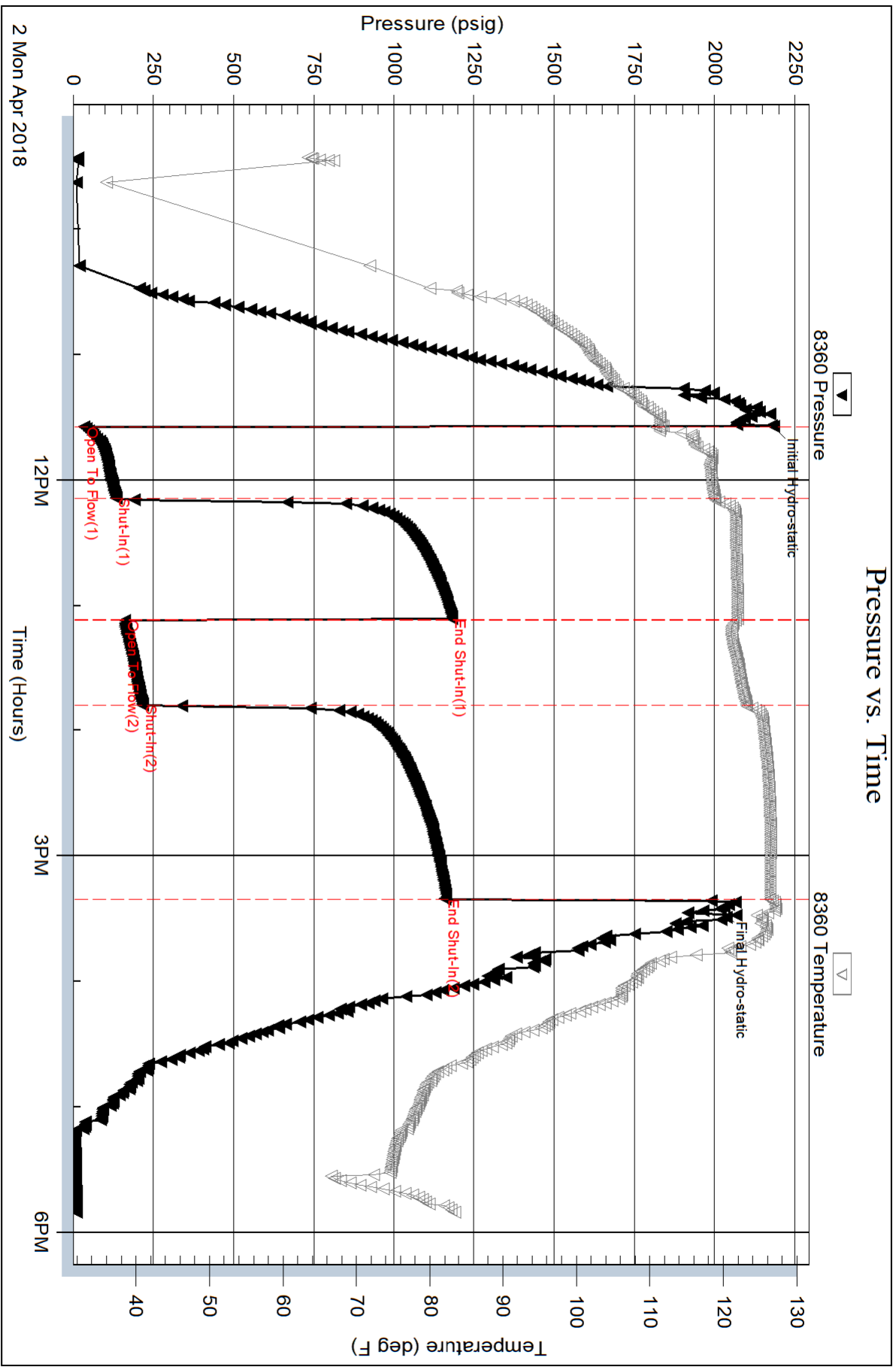
Mud Type: Gel Chem	Cushion Type:	Oil API: 39 deg API
Mud Weight: 9.00 lb/gal	Cushion Length: ft	Water Salinity: ppm
Viscosity: 60.00 sec/qt	Cushion Volume: bbl	
Water Loss: 6.37 in ³	Gas Cushion Type:	
Resistivity: ohm.m	Gas Cushion Pressure: psig	
Salinity: 3400.00 ppm		
Filter Cake: 1.00 inches		

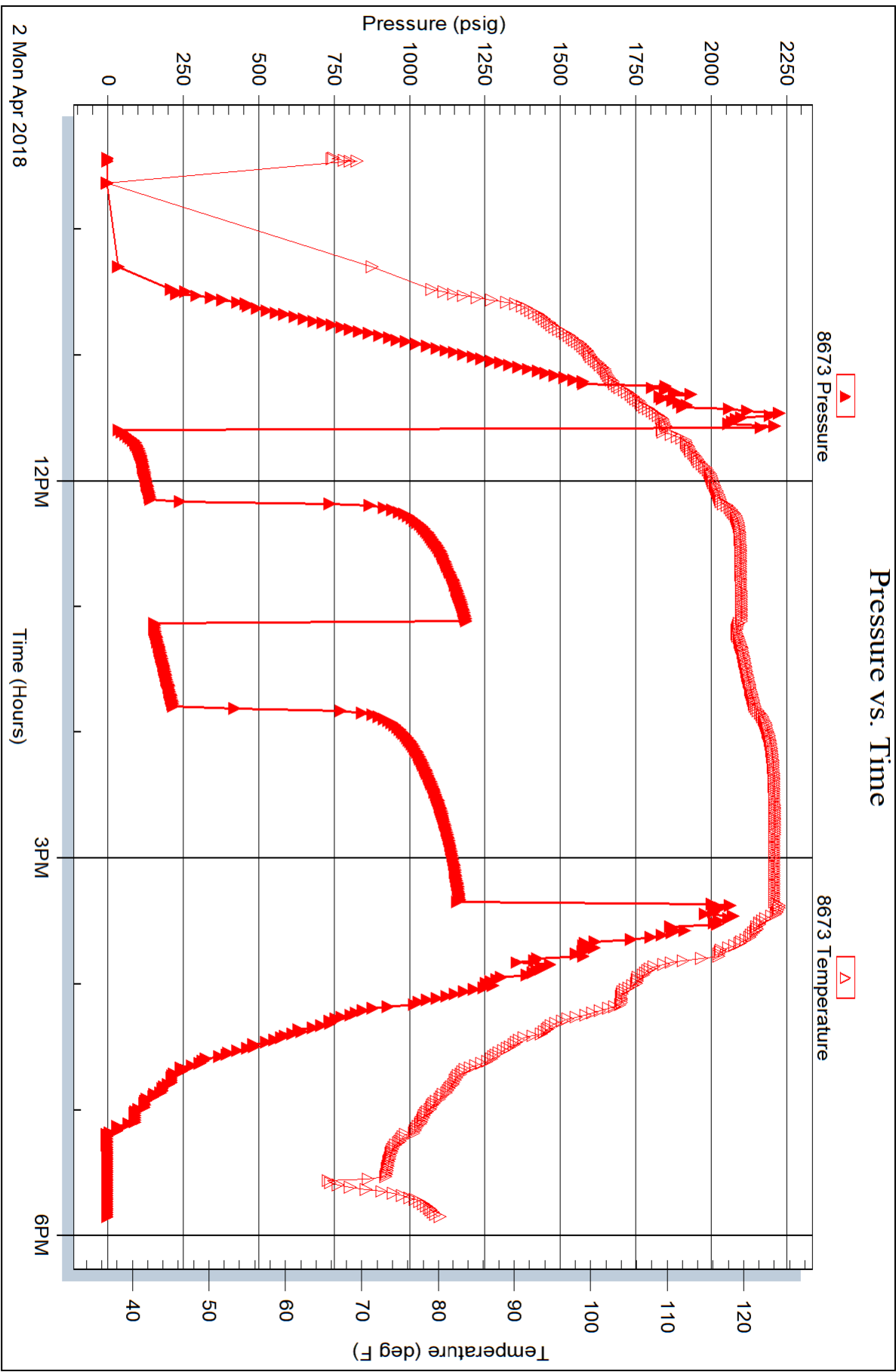
Recovery Information

Recovery Table

Length ft	Description	Volume bbl
250.00	HO&GCM 20%G30%O50%M	0.982
375.00	CO	5.260
0.00	1120' GIP	0.000

Total Length: 625.00 ft Total Volume: 6.242 bbl
 Num Fluid Samples: 0 Num Gas Bombs: 0 Serial #:
 Laboratory Name: Laboratory Location:
 Recovery Comments:







**TRILOBITE
TESTING, INC.**

DRILL STEM TEST REPORT

FLUID SUMMARY

Val Energy Inc

21-8s-35w Thomas

125 N. Market St.

Otto #2-21

STE 1110

Job Ticket: 63857

DST#: 4

Wichita Ks 67202-1728

ATTN: Dustin Wyer, Tim Pri

Test Start: 2018.04.03 @ 17:55:22

Mud and Cushion Information

Mud Type: Gel Chem

Cushion Type:

Oil API:

35 deg API

Mud Weight: 9.00 lb/gal

Cushion Length:

ft

Water Salinity:

ppm

Viscosity: 57.00 sec/qt

Cushion Volume:

bbbl

Water Loss: 7.19 in³

Gas Cushion Type:

Resistivity: ohm.m

Gas Cushion Pressure:

psig

Salinity: 550.00 ppm

Filter Cake: 1.00 inches

Recovery Information

Recovery Table

Length ft	Description	Volume bbl
250.00	GMO 40%G20%M40%O	0.982
680.00	CO	9.539
0.00	2170' GIP	0.000

Total Length: 930.00 ft Total Volume: 10.521 bbl

Num Fluid Samples: 0

Num Gas Bombs: 0

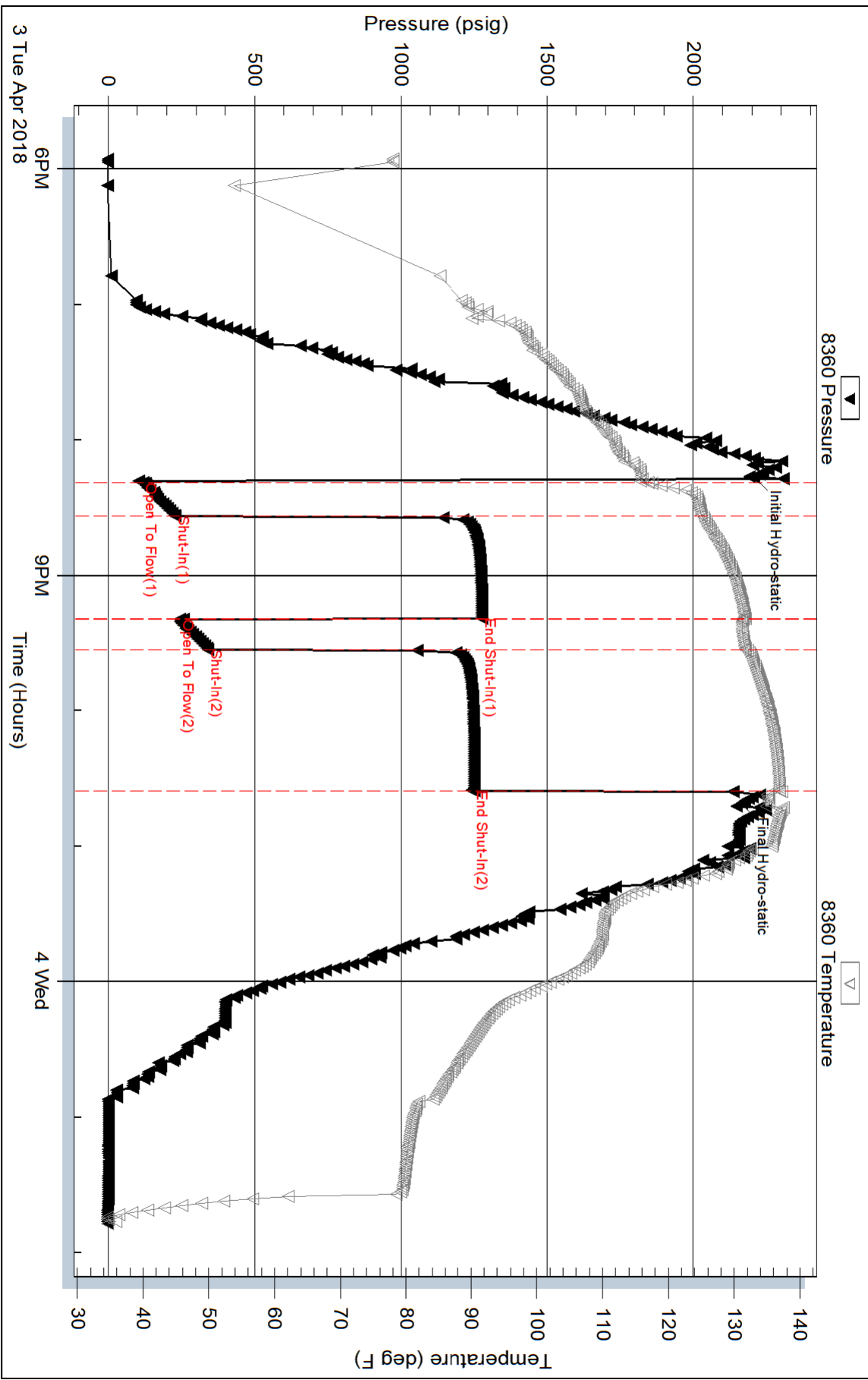
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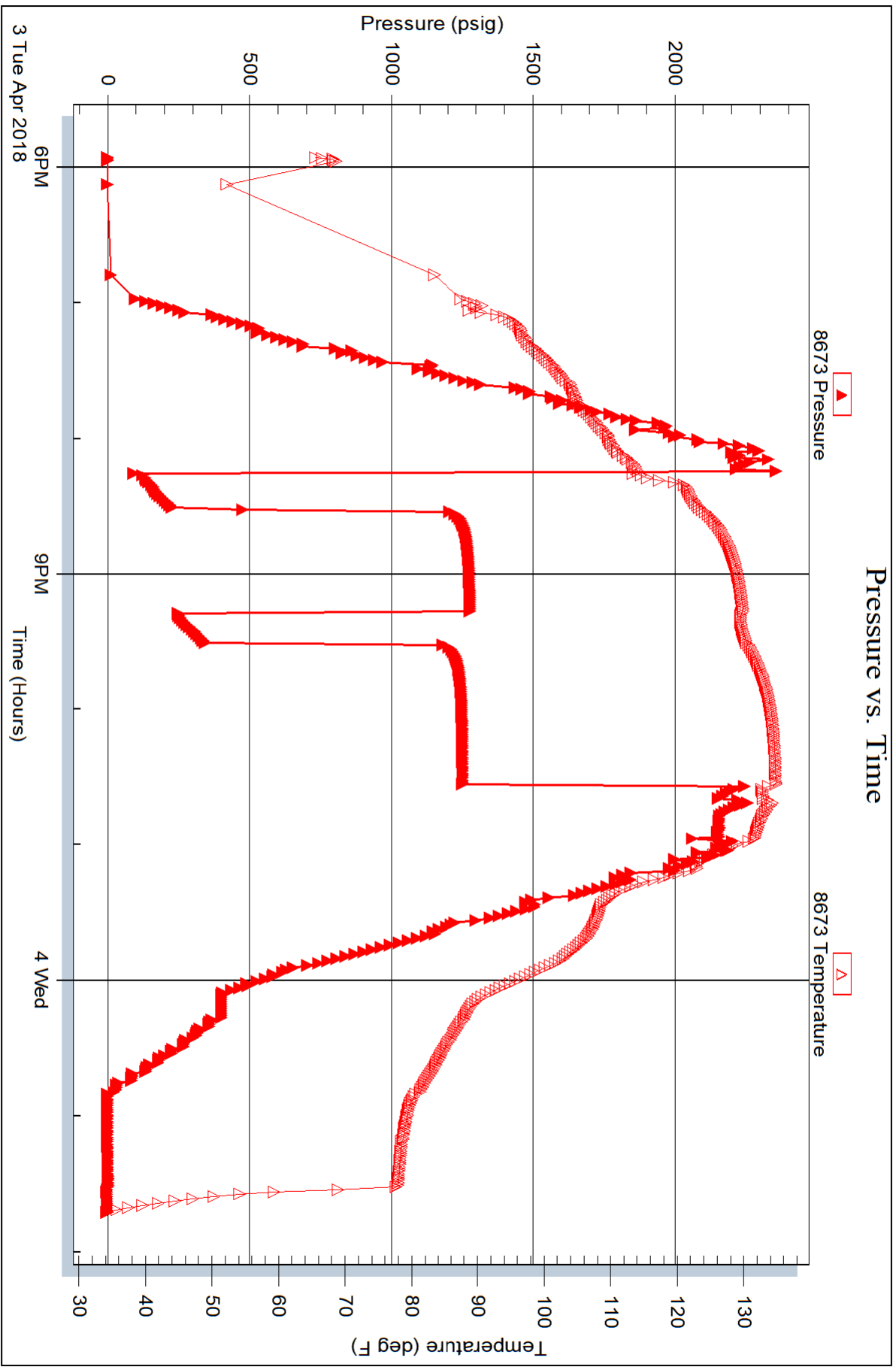
Laboratory Name:

Laboratory Location:

Recovery Comments:

Pressure vs. Time







TRILOBITE TESTING, INC.

DRILL STEM TEST REPORT

Val Energy Inc
 125 N. Market St.
 STE 1110
 Wichita Ks 67202-1728
 ATTN: Dustin Wyer, Tim Pri

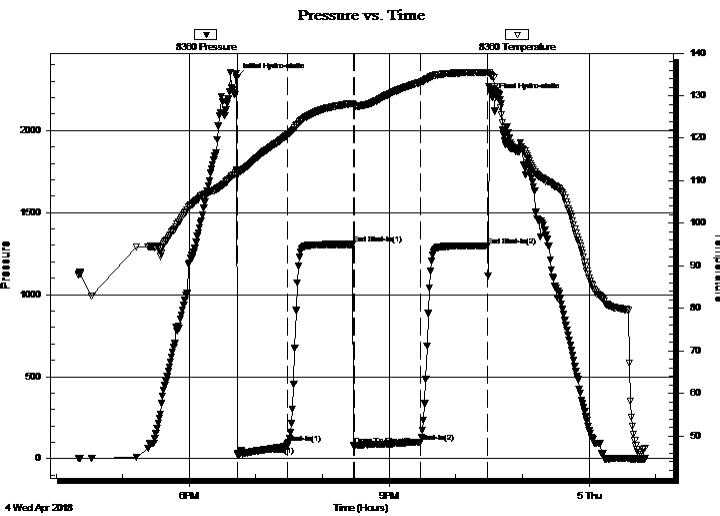
21-8s-35w Thomas
Otto #2-21
 Job Ticket: 63858 **DST#: 5**
 Test Start: 2018.04.04 @ 16:20:26

GENERAL INFORMATION:

Formation: **Myric Sta. - Ft Scot**
 Deviated: No Whipstock: ft (KB)
 Test Type: Conventional Bottom Hole (Reset)
 Time Tool Opened: 18:43:36 Tester: Ray Schwager
 Time Test Ended: 00:50:20 Unit No: 77
 Interval: **4550.00 ft (KB) To 4615.00 ft (KB) (TVD)** Reference Elevations: 3306.00 ft (KB)
 Total Depth: 4615.00 ft (KB) (TVD) 3298.00 ft (CF)
 Hole Diameter: 7.85 inches Hole Condition: Fair KB to GR/CF: 8.00 ft

Serial #: 8360 Inside
 Press@RunDepth: 102.05 psig @ 4554.00 ft (KB) Capacity: 8000.00 psig
 Start Date: 2018.04.04 End Date: 2018.04.05 Last Calib.: 2018.04.04
 Start Time: 16:20:26 End Time: 00:50:20 Time On Btm: 2018.04.04 @ 18:42:51
 Time Off Btm: 2018.04.04 @ 22:33:20

TEST COMMENT: 45-IFP-weak to BOB in 25min
 60-ISIP-no blow back
 60-FFP-surface to BOB in 55min
 60-FSIP-no blow back



PRESSURE SUMMARY

Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation
0	2322.45	112.36	Initial Hydro-static
1	23.89	111.21	Open To Flow (1)
46	93.47	120.80	Shut-In(1)
105	1306.90	128.17	End Shut-In(1)
106	80.44	127.74	Open To Flow (2)
166	102.05	133.15	Shut-In(2)
226	1298.66	135.47	End Shut-In(2)
231	2201.66	134.48	Final Hydro-static

Recovery

Length (ft)	Description	Volume (bbl)
190.00	GMO 45%G10%M45%O	0.14
30.00	CO	0.42
0.00	535' GIP	0.00

* Recovery from multiple tests

Gas Rates

Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)



**TRILOBITE
TESTING, INC.**

DRILL STEM TEST REPORT

FLUID SUMMARY

Val Energy Inc

21-8s-35w Thomas

125 N. Market St.

Otto #2-21

STE 1110

Wichita Ks 67202-1728

Job Ticket: 63858

DST#: 5

ATTN: Dustin Wyer, Tim Pri

Test Start: 2018.04.04 @ 16:20:26

Mud and Cushion Information

Mud Type: Gel Chem

Cushion Type:

Oil API:

35 deg API

Mud Weight: 9.00 lb/gal

Cushion Length:

ft

Water Salinity:

ppm

Viscosity: 61.00 sec/qt

Cushion Volume:

bbbl

Water Loss: 6.40 in³

Gas Cushion Type:

Resistivity: ohm.m

Gas Cushion Pressure:

psig

Salinity: 5000.00 ppm

Filter Cake: 1.00 inches

Recovery Information

Recovery Table

Length ft	Description	Volume bbbl
190.00	GMO 45%G10%M45%O	0.140
30.00	CO	0.421
0.00	535' GIP	0.000

Total Length: 220.00 ft Total Volume: 0.561 bbl

Num Fluid Samples: 0

Num Gas Bombs: 0

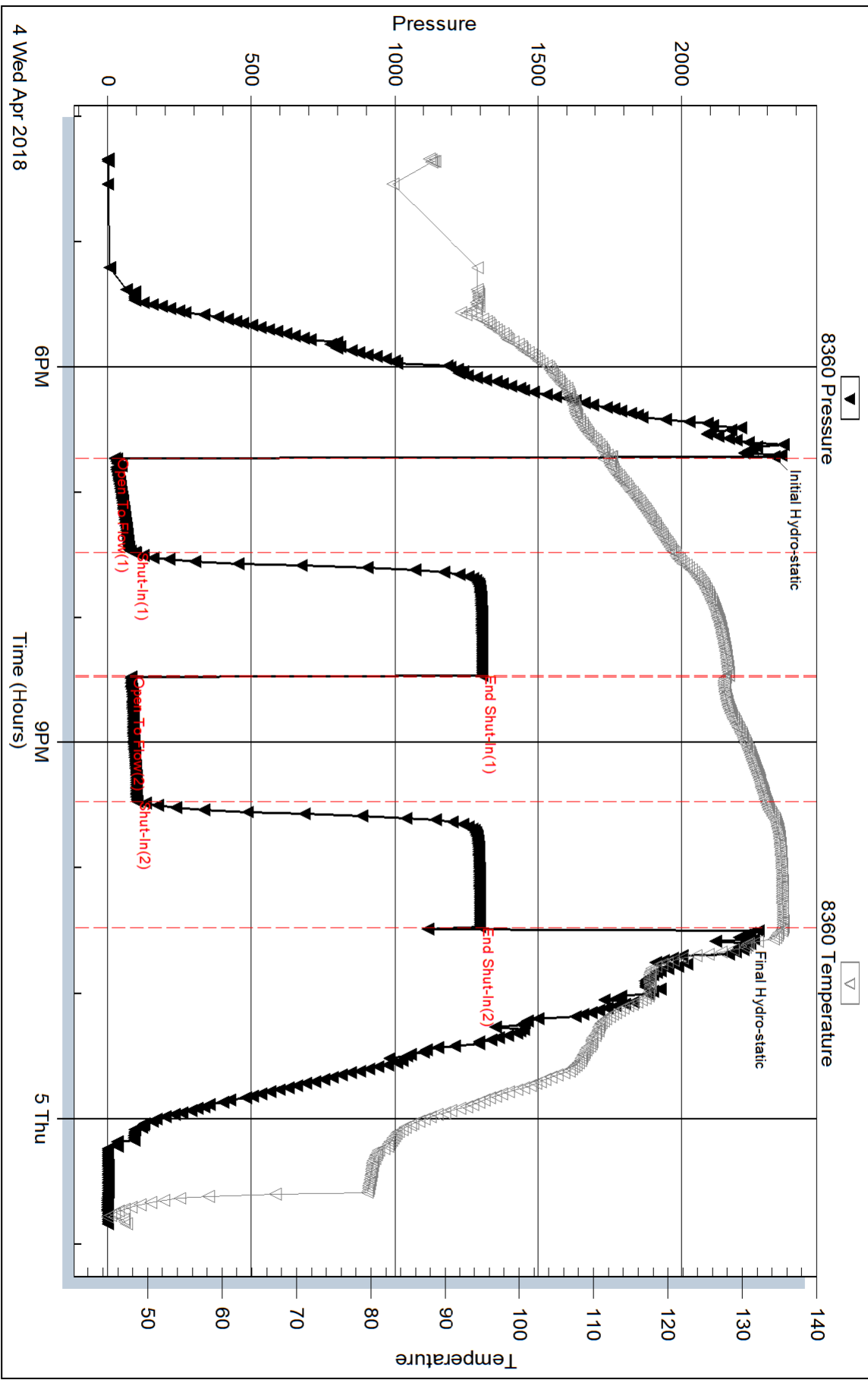
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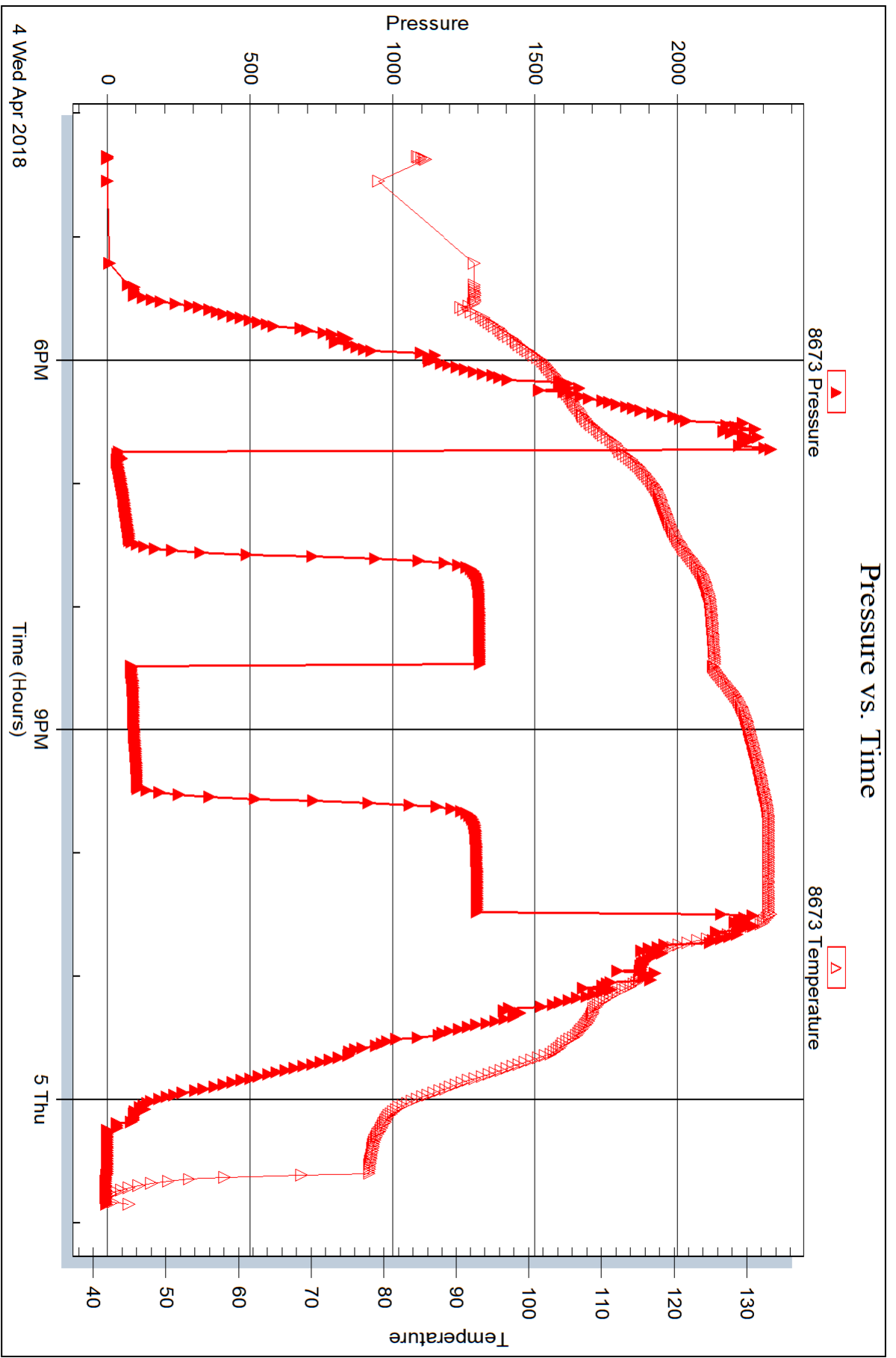
Laboratory Name:

Laboratory Location:

Recovery Comments:

Pressure vs. Time







**TRILOBITE
TESTING, INC.**

DRILL STEM TEST REPORT

FLUID SUMMARY

Val Energy Inc

21-8s-35w Thomas

125 N. Market St.

Otto #2-21

STE 1110

Wichita Ks 67202-1728

Job Ticket: 63859

DST#: 6

ATTN: Dustin Wyer, Tim Pri

Test Start: 2018.04.05 @ 10:45:36

Mud and Cushion Information

Mud Type: Gel Chem

Cushion Type:

Oil API:

28 deg API

Mud Weight: 9.00 lb/gal

Cushion Length:

ft

Water Salinity:

ppm

Viscosity: 57.00 sec/qt

Cushion Volume:

bbbl

Water Loss: 9.55 in³

Gas Cushion Type:

Resistivity: ohm.m

Gas Cushion Pressure:

psig

Salinity: 9600.00 ppm

Filter Cake: 1.00 inches

Recovery Information

Recovery Table

Length ft	Description	Volume bbbl
180.00	GMO 30%G10%M60%O	0.000
5.00	CO	0.070
0.00	375' GIP	0.000

Total Length: 185.00 ft Total Volume: 0.070 bbl

Num Fluid Samples: 0

Num Gas Bombs: 0

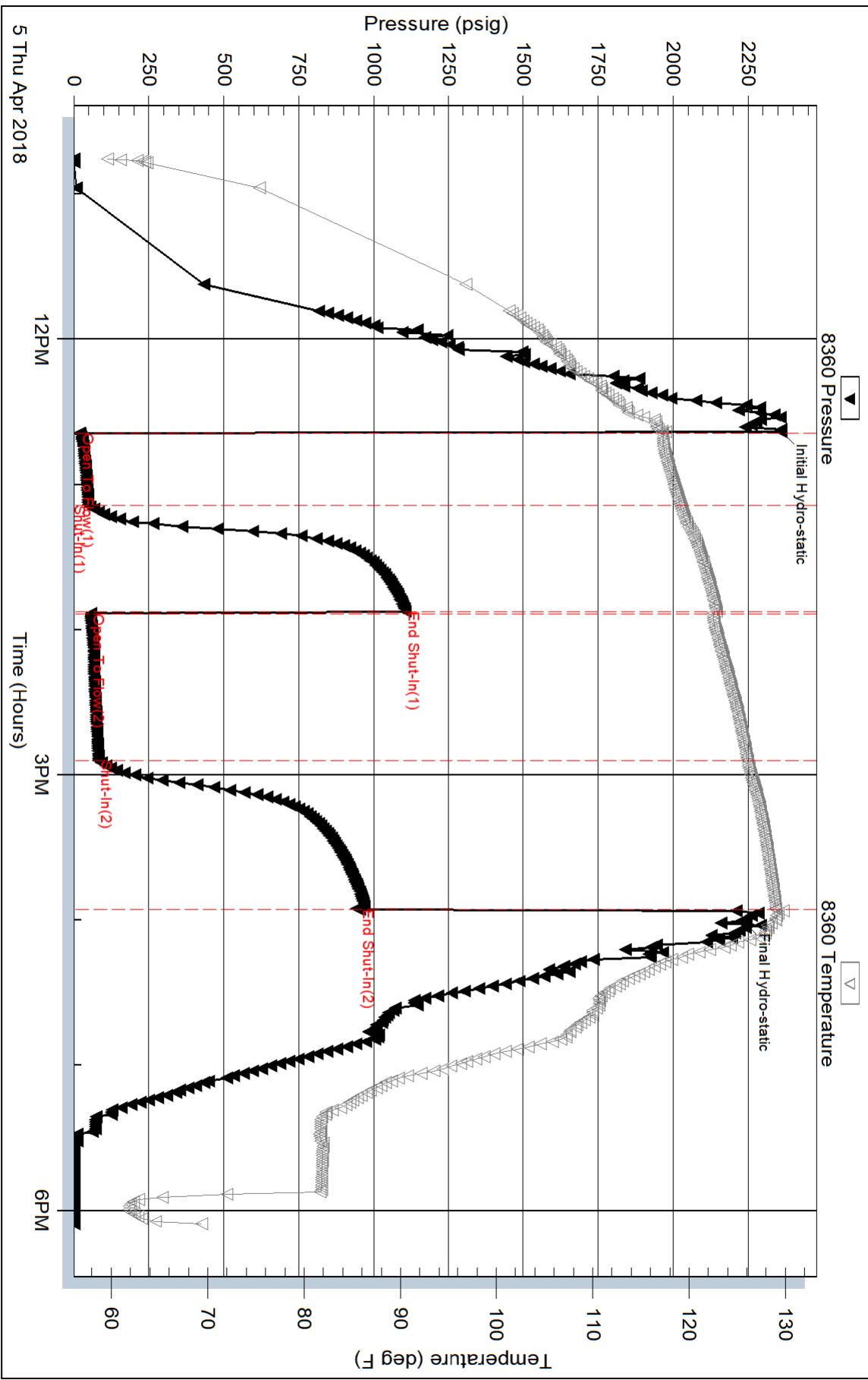
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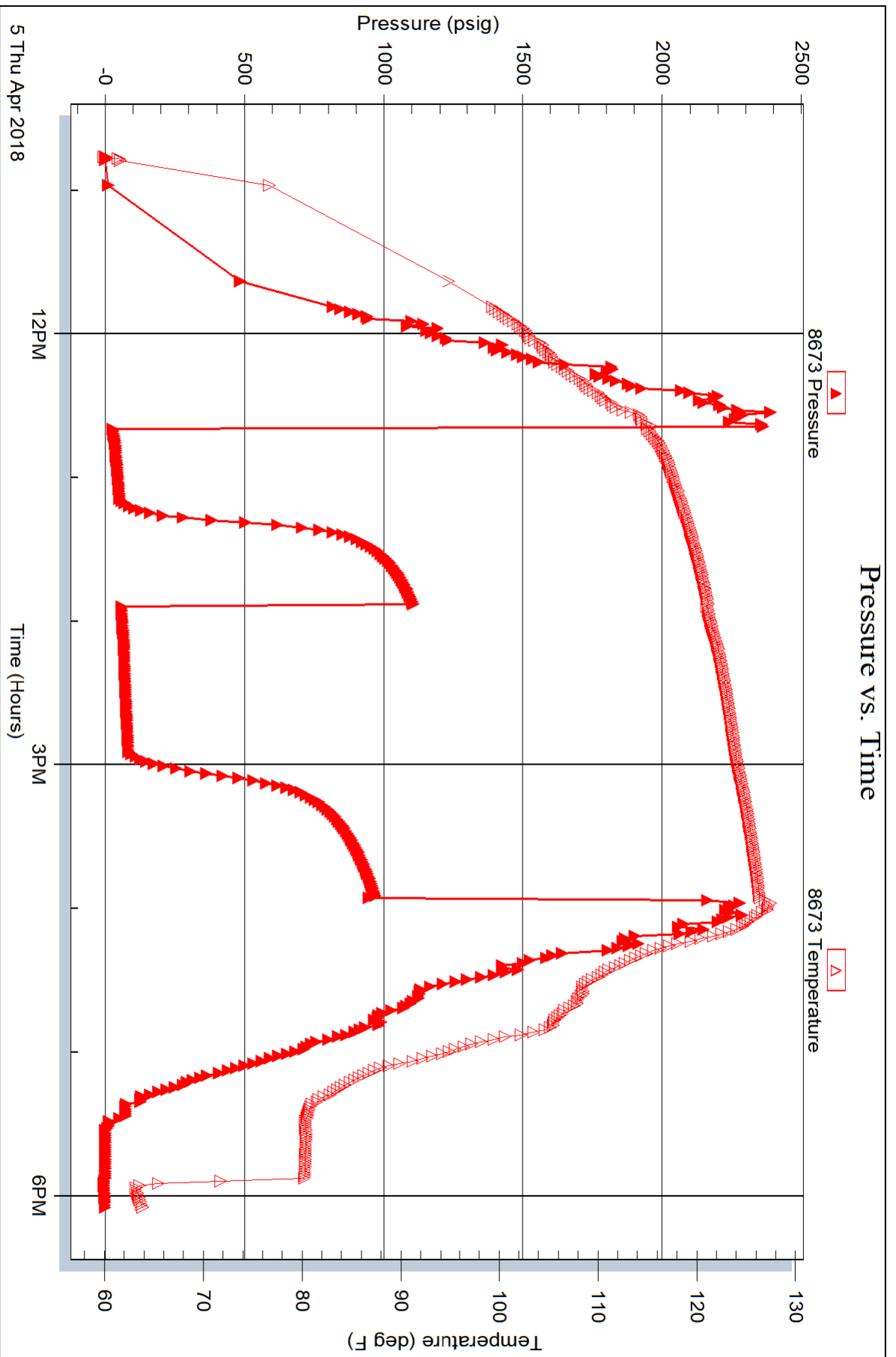
Laboratory Name:

Laboratory Location:

Recovery Comments:

Pressure vs. Time







TRILOBITE TESTING, INC.

DRILL STEM TEST REPORT

Val Energy Inc
 125 N. Market St.
 STE 1110
 Wichita Ks 67202-1728
 ATTN: Dustin Wyer, Tim Pri

21-8s-35w Thomas
Otto #2-21
 Job Ticket: 63860 **DST#: 7**
 Test Start: 2018.04.06 @ 02:40:11

GENERAL INFORMATION:

Formation: **Johnson zone**
 Deviated: No Whipstock: ft (KB)
 Test Type: Conventional Straddle (Reset)
 Time Tool Opened: 05:11:36
 Tester: Ray Schwager
 Time Test Ended: 10:48:20
 Unit No: 77
 Interval: **4653.00 ft (KB) To 4675.00 ft (KB) (TVD)**
 Reference Elevations: 3306.00 ft (KB)
 Total Depth: 4690.00 ft (KB) (TVD)
 3298.00 ft (CF)
 Hole Diameter: 7.85 inches
 Hole Condition: Fair
 KB to GR/CF: 8.00 ft

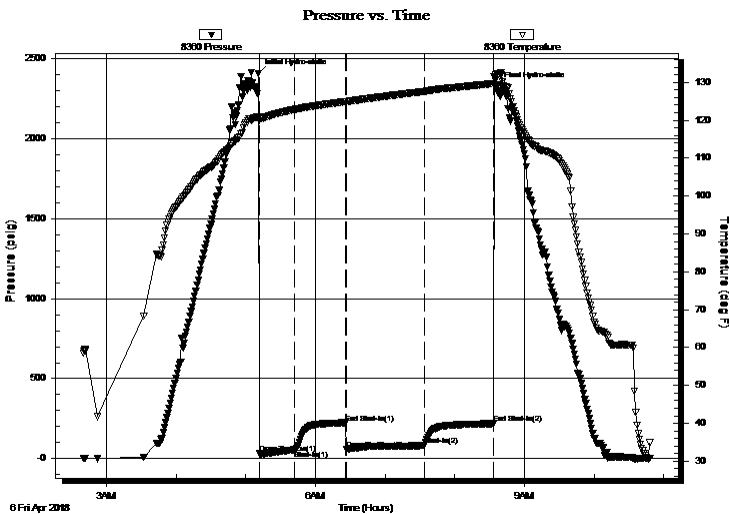
Serial #: 8360

Inside

Press@RunDepth: 81.99 psig @ 4664.00 ft (KB) Capacity: 8000.00 psig
 Start Date: 2018.04.06 End Date: 2018.04.06 Last Calib.: 2018.04.06
 Start Time: 02:40:11 End Time: 10:48:20 Time On Btm: 2018.04.06 @ 05:10:51
 Time Off Btm: 2018.04.06 @ 08:36:20

TEST COMMENT: 30-IFP-w eak to BOB in 22min
 45-ISIP-no blow back
 60-FFP-w eak to BOB in 12 min
 60-FSIP-2" blow back

PRESSURE SUMMARY



Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation
0	2409.23	121.00	Initial Hydro-static
1	29.98	119.97	Open To Flow (1)
31	54.23	122.83	Shut-In(1)
76	223.51	124.96	End Shut-In(1)
76	56.78	124.95	Open To Flow (2)
143	81.99	127.62	Shut-In(2)
203	218.43	129.70	End Shut-In(2)
206	2330.34	132.25	Final Hydro-static

Recovery

Length (ft)	Description	Volume (bbl)
120.00	MGO 10%M70%O20%G	0.00
70.00	CO	0.14
0.00	920' GIP	0.00

* Recovery from multiple tests

Gas Rates

Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)



**TRILOBITE
TESTING, INC.**

DRILL STEM TEST REPORT

FLUID SUMMARY

Val Energy Inc

21-8s-35w Thomas

125 N. Market St.

Otto #2-21

STE 1110

Wichita Ks 67202-1728

Job Ticket: 63860

DST#: 7

ATTN: Dustin Wyer, Tim Pri

Test Start: 2018.04.06 @ 02:40:11

Mud and Cushion Information

Mud Type: Gel Chem

Cushion Type:

Oil API:

deg API

Mud Weight: 9.00 lb/gal

Cushion Length:

ft

Water Salinity:

ppm

Viscosity: 53.00 sec/qt

Cushion Volume:

bbbl

Water Loss: 9.55 in³

Gas Cushion Type:

Resistivity: ohm.m

Gas Cushion Pressure:

psig

Salinity: 9600.00 ppm

Filter Cake: 1.00 inches

Recovery Information

Recovery Table

Length ft	Description	Volume bbbl
120.00	MGO 10%M70%O20%G	0.000
70.00	CO	0.140
0.00	920' GIP	0.000

Total Length: 190.00 ft Total Volume: 0.140 bbl

Num Fluid Samples: 0

Num Gas Bombs: 0

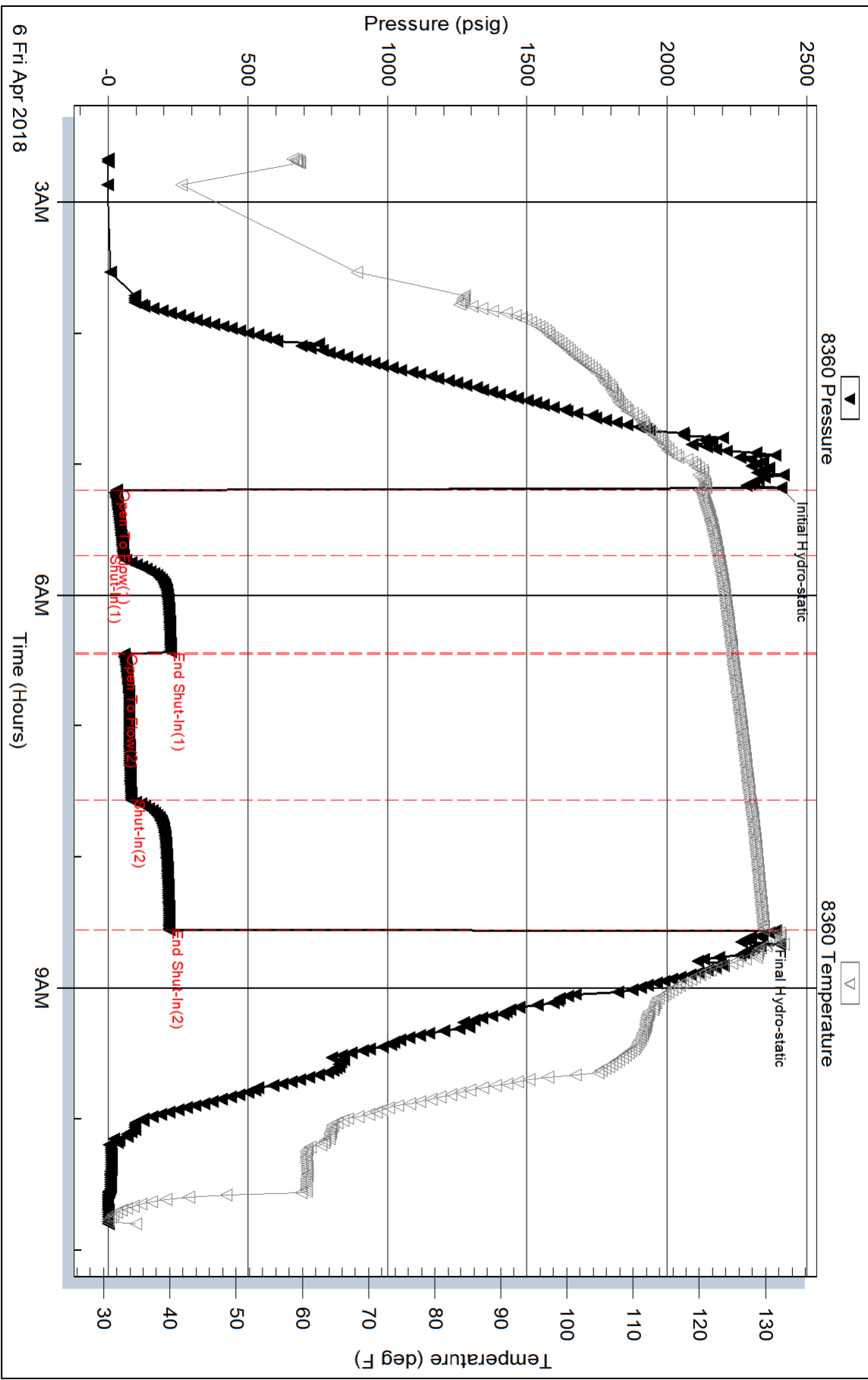
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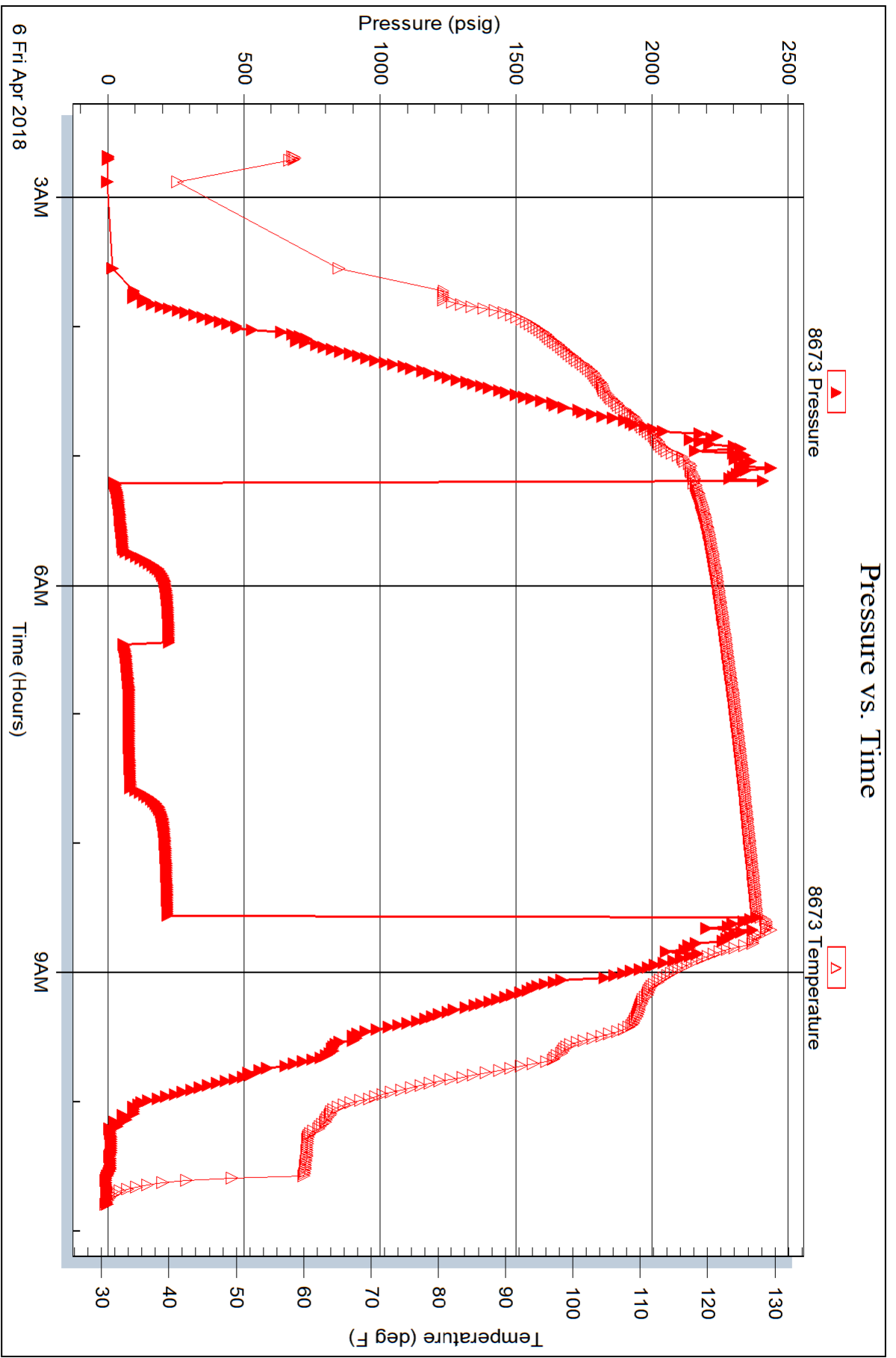
Laboratory Name:

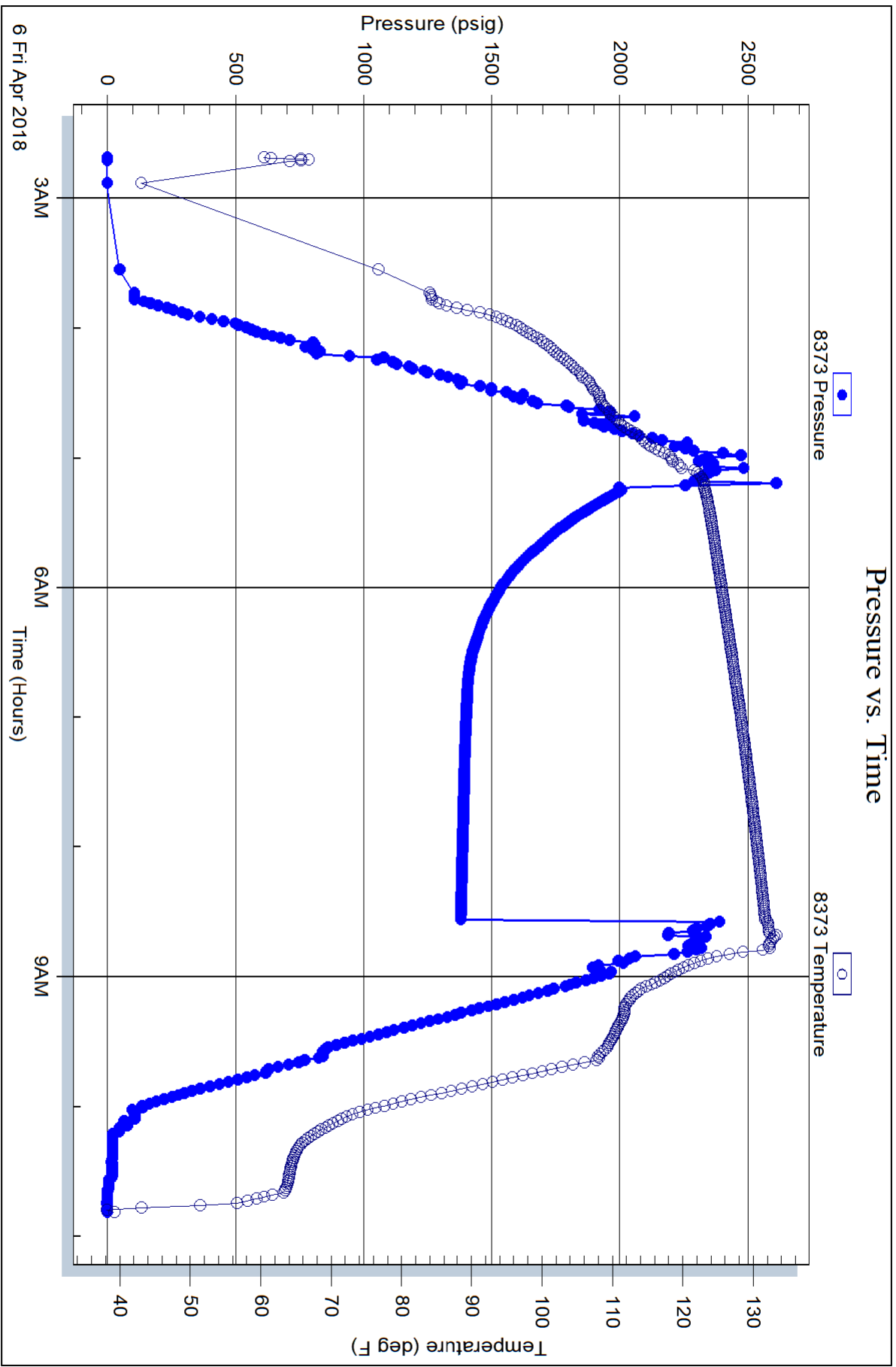
Laboratory Location:

Recovery Comments:

Pressure vs. Time









TRILOBITE TESTING, INC.

DRILL STEM TEST REPORT

Val Energy Inc
 125 N. Market St.
 STE 1110
 Wichita Ks 67202-1728
 ATTN: Dustin Wyer, Tim Pri

21-8s-35w Thomas
Otto #2-21
 Job Ticket: 63861 **DST#: 8**
 Test Start: 2018.04.06 @ 11:20:52

GENERAL INFORMATION:

Formation: **Johnson zone**
 Deviated: No Whipstock: ft (KB)
 Time Tool Opened: 13:17:47
 Time Test Ended: 17:52:31
 Interval: **4675.00 ft (KB) To 4690.00 ft (KB) (TVD)**
 Total Depth: 4675.00 ft (KB) (TVD)
 Hole Diameter: 7.85 inches Hole Condition: Fair
 Test Type: Conventional Bottom Hole (Reset)
 Tester: Ray Schwager
 Unit No: 77
 Reference Elevations: 3306.00 ft (KB)
 3298.00 ft (CF)
 KB to GR/CF: 8.00 ft

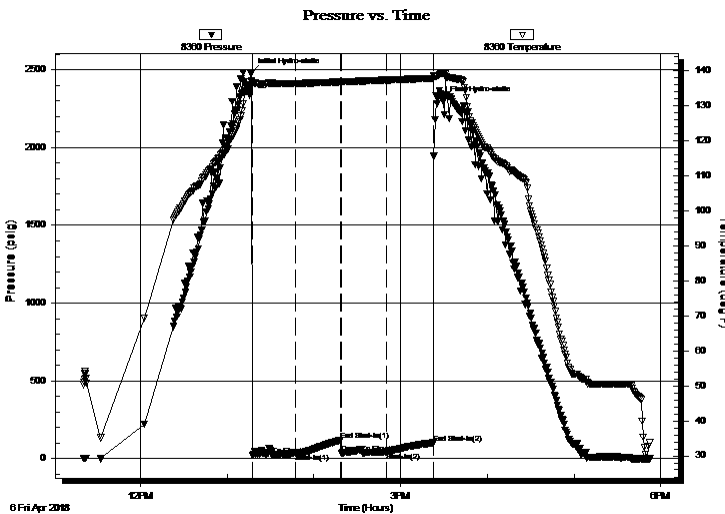
Serial #: 8360

Inside

Press@RunDepth: 42.75 psig @ 4676.00 ft (KB) Capacity: 8000.00 psig
 Start Date: 2018.04.06 End Date: 2018.04.06 Last Calib.: 2018.04.06
 Start Time: 11:20:52 End Time: 17:52:31 Time On Btm: 2018.04.06 @ 13:16:47
 Time Off Btm: 2018.04.06 @ 15:29:32

TEST COMMENT: 30-IFP-surface to 1/4 blow
 30-ISIP-no blow back
 30-FFP-no blow
 30-FSIP-no blow back

PRESSURE SUMMARY



Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation
0	2483.68	136.97	Initial Hydro-static
1	21.18	136.16	Open To Flow (1)
31	33.20	136.41	Shut-In(1)
62	118.95	136.89	End Shut-In(1)
63	35.63	136.87	Open To Flow (2)
94	42.75	137.38	Shut-In(2)
126	102.04	137.89	End Shut-In(2)
133	2302.16	139.29	Final Hydro-static

Recovery

Length (ft)	Description	Volume (bbl)
60.00	MO 40%M60%O	0.00

* Recovery from multiple tests

Gas Rates

Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)



**TRILOBITE
TESTING, INC.**

DRILL STEM TEST REPORT

FLUID SUMMARY

Val Energy Inc
125 N. Market St.
STE 1110
Wichita Ks 67202-1728
ATTN: Dustin Wyer, Tim Pri

21-8s-35w Thomas
Otto #2-21
Job Ticket: 63861 **DST#: 8**
Test Start: 2018.04.06 @ 11:20:52

Mud and Cushion Information

Mud Type: Gel Chem	Cushion Type:	Oil API:	deg API
Mud Weight: 9.00 lb/gal	Cushion Length: ft	Water Salinity:	ppm
Viscosity: 53.00 sec/qt	Cushion Volume: bbl		
Water Loss: 9.57 in ³	Gas Cushion Type:		
Resistivity: ohm.m	Gas Cushion Pressure: psig		
Salinity: 9600.00 ppm			
Filter Cake: 1.00 inches			

Recovery Information

Recovery Table

Length ft	Description	Volume bbl
60.00	MO 40%M60%O	0.000

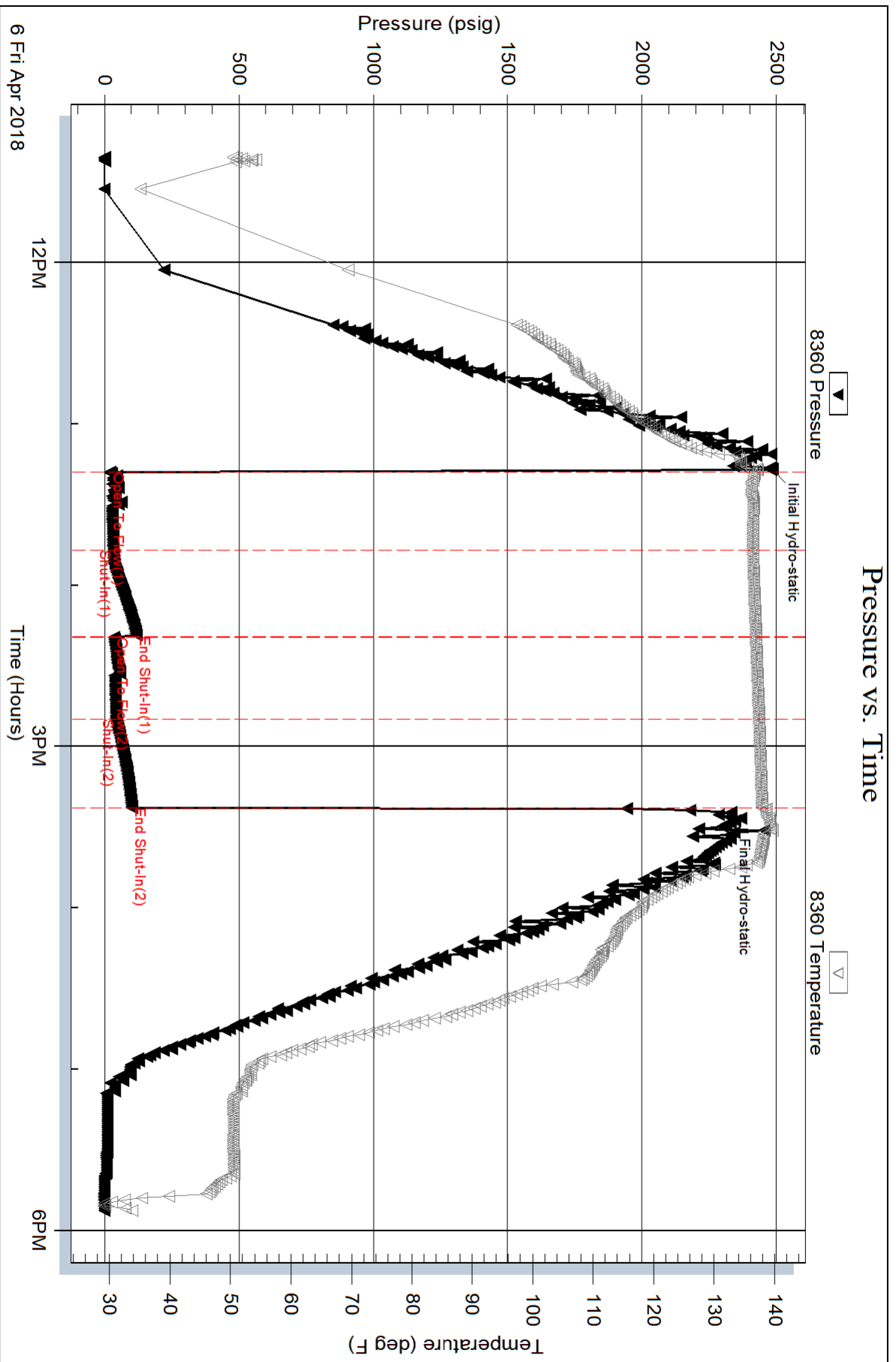
Total Length: 60.00 ft Total Volume: bbl

Num Fluid Samples: 0 Num Gas Bombs: 0 Serial #:

Laboratory Name: Laboratory Location:

Recovery Comments:

Pressure vs. Time

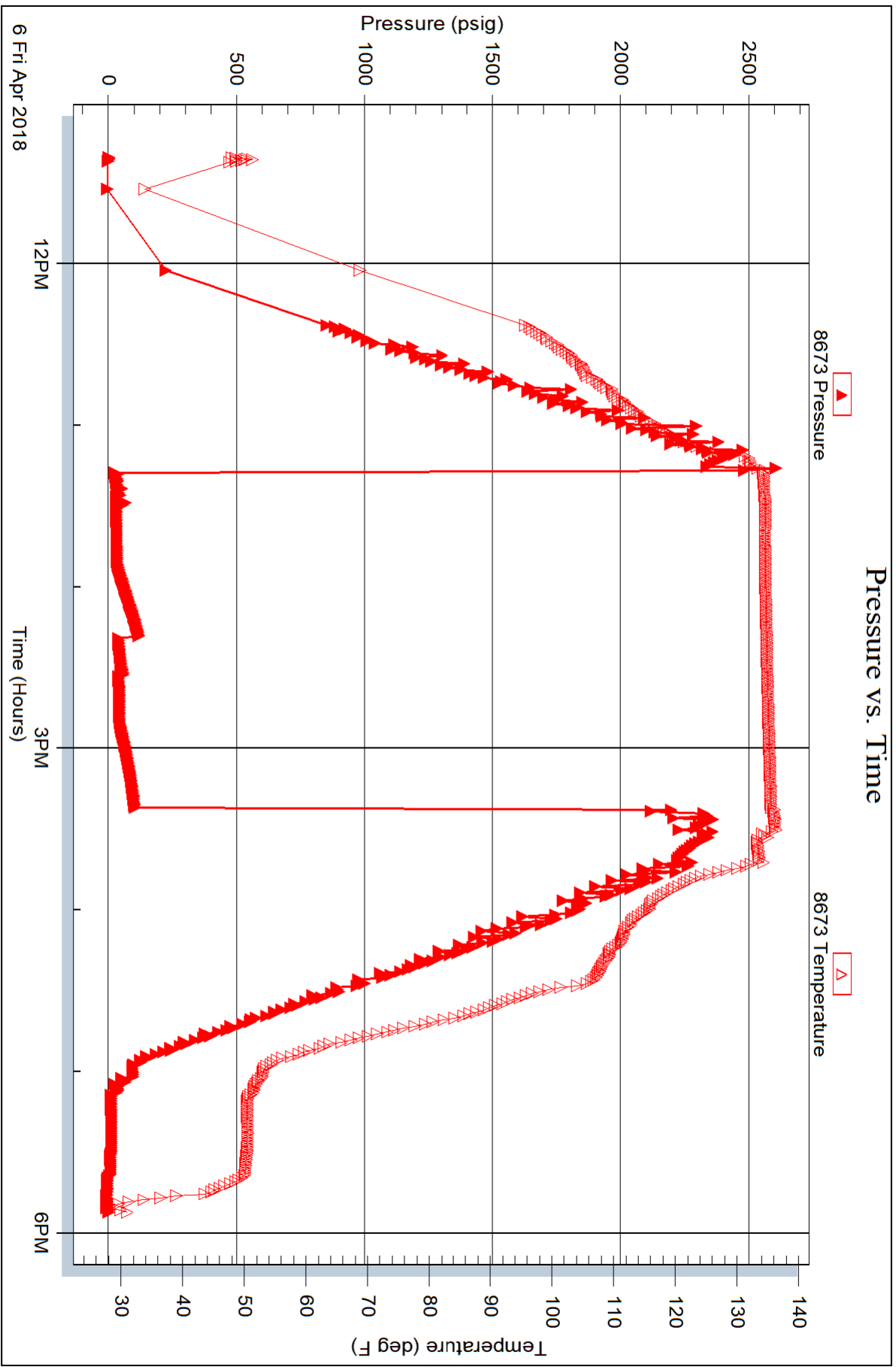


Serial #: 8673

Outside Val Energy Inc

Otto #2-21

DST Test Number: 8





REMIT TO
 QES Pressure Pumping LLC
 Dept:970
 P.O.Box 4346
 Houston, TX 77210-4346

MAIN OFFICE
 P.O.Box884
 Chanute, KS 66720
 620/431-9210, 1-800/467-8676
 Fax 620/431-0012

Invoice

Invoice# 812884

Invoice Date: 04/13/18

Terms: Net 30

Page 1

VAL ENERGY

125 N. Market, Ste. 1110
 WICHITA KS 67202
 USA
 316-263-6688

Otto 2-21

Part No	Description	Quantity	Unit Price	Discount(%)	Total
CE0453	Cement Pump Charge 4001' - 5000'	1.000	2,800.0000	30.000	1,960.00
CE0002	Equipment Mileage Charge - Heavy Equipment	30.000	7.1500	30.000	150.15
CE0710	Cement Delivery Charge	864.000	1.7500	30.000	1,058.40
CC5862	ThixoBlend III	150.000	26.0000	30.000	2,730.00
CC6075	Celloflake	125.000	3.0000	30.000	262.50
CC5831	Lite-Weight Blend VII (60:40:8)	500.000	17.5000	30.000	6,125.00
CC6125	Mud Flush, Viscous	500.000	0.6500	30.000	227.50
CP8485	5 1/2" Float Shoe, AFU	1.000	585.0000	30.000	409.50
CP8254	5 1/2" Latch Down Plug & Assembly	1.000	400.0000	30.000	280.00
CP8629	5 1/2" Basket	2.000	385.0000	30.000	539.00
CP8801	5 1/2" DV Tool	1.000	5,970.0000	30.000	4,179.00
CP8554	5 1/2" Centralizer	6.000	81.0000	30.000	340.20
CC6077	Kolseal	750.000	0.5000	30.000	262.50

Subtotal 26,462.50

Discounted Amount 7,938.75

SubTotal After Discount 18,523.75

Amount Due 28,217.38 If paid after 05/13/18

Tax: 1,228.42

Total: 19,752.17



PRESSURE PUMPING LLC
PO Box 884, Chanute, KS 66720
620-431-9210 or 800-467-8676

104288
10320

TICKET NUMBER 55101
LOCATION Oakley Ks
FOREMAN Jerry Y Miles Shaw
Ks

FIELD TICKET & TREATMENT REPORT
CEMENT **Invoice #812884**

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
4-7-18	8576	OTTO 221	21	85	35W	Thomas
CUSTOMER			TRUCK #	DRIVER	TRUCK #	DRIVER
Val Energy			7531	Paul W		
MAILING ADDRESS			5661	Jerry D		
125 N. Market, Ste. 1110			772-7127	Wendy		
CITY	STATE	ZIP CODE				
Wichita	KS	67202				

JOB TYPE 2 Stage HOLE SIZE 7 7/8 HOLE DEPTH 4870 CASING SIZE & WEIGHT 5 1/2 15.5
CASING DEPTH 4851 DRILL PIPE _____ TUBING _____ OTHER DV 561 @ 2936
SLURRY WEIGHT 14.2/125 SLURRY VOL. 1.42/1089 WATER gal/sk _____ CEMENT LEFT in CASING 39'
DISPLACEMENT 114/70 DISPLACEMENT PSI 1500 MIX PSI _____ RATE _____

REMARKS: Safety meeting & rig away WU 12 run float Equip centralizers 5, 8, 11, 14, 17 baskets on 2 and 470 DV on top of 475 set @ 2936 run casing to top of pump ball then circ 1 hr pump 5 bbl H₂O, mad flush 5 bbl H₂O spacer-mix 150 sks thick blend III shut down release plug clean pump & lines dis place with 50 bbl water and 101 bbl mad 700 psi lift Plug landed 115 bbl @ 1500 psi; Plug held open tool @ 500 psi; Circulate thr pump 5 bbl water mix 470 5x Lite weight blend III Shut down Chase pump & lines Release plug dis place 71 bbl water Plug did land @ 1600 psi; bbl 900 psi lift Cement did circulate 156 bbl for it

30 sks R/W Thanks Miles & crew

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
CE0453	1	PUMP CHARGE	2800.00	2800.00
CE0002	30	MILEAGE	7.15	214.50
CE0710	28.8	ton mileage delivery	1.75	1512.00
CC5862	150 sks	thick blend III	26.00	3900.00
CC6077	750 #	Kel seal	.50	375.00
CC5831	500 sks	Lite blend III	17.50	8750.00
CC6075	125 #	Flow seal	3.00	375.00
CC6125	500 gal	mad flush	.65	325.00
CR8454	1	5 1/2 APU float shoe	585.00	585.00
CP8854	1	5 1/2 latch down Assy	400.00	400.00
CP8629	2	5 1/2 baskets	385.00	770.00
CP8801	1	5 1/2 DV Tool	5970.00	5970.00
CP8554	6	5 1/2 centralizers	81.00	486.00
			Subtotal	26462.50
			-308	7930.75
			Subtotal	18523.75
			SALES TAX	1228.47
			ESTIMATED TOTAL	19752.17

Ravin 3737 AUTHORIZATION Rick Smith TITLE _____ DATE 4-8-18

I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records, at our office, and conditions of service on the back of this form are in effect for services identified on this form.

TERMS AND CONDITIONS

ATTENTION: THESE TERMS AND CONDITIONS CONTAIN INDEMNITY PROVISIONS FOR DAMAGE TO PERSONS AND PROPERTY.

All Services or Products provided by QES Pressure Pumping LLC (f/k/a Consolidated Oil Well Services LLC) are subject to these Terms and Conditions unless superseded by a Master Service Agreement signed by the parties. In the event Customer does not accept these Terms and Conditions as written, Customer must request a Master Service Agreement from QES' Contracts Administration Department at msa@qeslp.com.

The operations, services, supplies, materials, personnel or goods to be provided ("Services" or "Products" as applicable) by QES Pressure Pumping LLC ("QES") will be provided to you as customer ("Customer") in accordance with the following terms and conditions ("Agreement"). QES and Customer may be referred to as "Party" or "Parties".

1. Price and Taxes. Customer will pay QES for the Services or Products in accordance with QES' quoted price which exclude applicable taxes or process license fees. Customer shall pay all applicable taxes and process license fees related to the Services and/or Products. QES' prices are subject to change without notice.

2. Terms of Payment. Customer will pay QES cash in advance for Services and Products unless QES has approved credit prior to the performance of the Services and/or delivery of the Products. Credit terms for approved accounts require full payment of the invoiced amount within 30 days from the date of invoice. All invoices not paid within 30 days will be charged an interest rate of 1 1/2% per month or the maximum rate allowed under applicable state law, whichever is higher. Customer will be responsible for any fees incurred by QES in the collection of any amounts owed to QES including but not limited to attorney's fees and/or collection fee costs.

3. Proof of Services or Delivery of Products. QES will furnish verification of proof of Services performed and Product delivered to Customer's representative at the time of performance of the Services or Product delivery. Customer agrees to sign and return such verification indicating Customer's acceptance of the Services or Products.

4. Delivery or Completion. All liability and responsibility of QES ceases when (1) Products are delivered to the Customer by QES and no longer in the care, custody and control of QES or (2) when the carrier receives the Products and/or shipment. QES will not be responsible for loss or damage to Products in transit or for delays of carriers in delivering goods. In case of shortage, non-conformance, or apparent damage, it is the Customer's responsibility to secure written acknowledgment from the carrier before Customer accepts delivery. Additionally, QES will not be liable for any damage for delays in delivery or completion due to a Force Majeure (as defined below), acts or omissions of the Customer, third party material or manufacturing delays, impossibility or impracticability of performance or any other cause or causes beyond the control of QES. In the event of a delay caused by the aforesaid, the delivery or completion date will be extended for a period equal to any such delay, and the purchase or service will not be void or voidable as a result thereof.

5. Well or Service Site Conditions. Customer, having custody and control of the well and/or service site, and having superior knowledge of the same and the conditions surrounding them, warrant that the well and/or service site will be in proper condition to receive and accommodate Services and Products. Upon QES' request, Customer will provide documentation to verify that the well or service site is adequate to support the Services and the delivery of Products. Customer also warrants that QES' personnel and equipment will be able to safely access the well and service site and that any special equipment or road improvements required for such access will be the responsibility of Customer, unless otherwise agreed to by the parties.

6. Chemical Handling and Hazardous Materials. Customer agrees that for any waste created as part of the Services, Customer will be considered the "generator" for purposes of any applicable laws or regulations pertaining to the transportation, storage and handling of chemicals and hazardous materials.

7. Data, Data Transmission and Storage. QES does not warrant or guarantee the accuracy of any research analysis, survey, or other data generated for the Services. QES is not responsible for any accidental or intentional interception of such data by third parties and it is the responsibility of the Customer to safeguard such data against loss including any need to secure digital or paper copies for storage.

8. WARRANTIES - LIMITATION OF LIABILITY.

a) QES warrants that the Services and Products will: (i) be free from defects in materials and workmanship; (ii) be performed in a good and workmanlike manner, in accordance with good oilfield servicing practices; and (iii) conform to the plans, specifications and technical information provided in writing by Customer until the Services or Products are accepted by Customer or QES' contractual obligations are met. In the event that Customer discovers a defect in the Services or Products within the warranty period specified above, Customer will notify QES of such defect. In the event that QES confirms that the Services or Products are defective, QES's liability and Customer's exclusive remedy in any cause of action (whether in tort, contract, breach of warranty or otherwise) arising out of the sale or use of any Services or Products is expressly limited to, at QES' option, the (i) replacement of such Services or Products upon their return to QES or (ii) a credit to Customer for the full price paid by Customer for the defective segment of the Services or Products upon their return to QES. In the case of products or parts not wholly of QES' manufacture, QES' liability will be limited to the extent of its recovery from the manufacturer of such products or parts under its liability to QES. QES will not be liable for any damages, claims, losses or expenses of Customer resulting from such defects or for damages resulting from delays, loss of use, or other direct, indirect, incidental, punitive or consequential damages of any kind. QES will not be responsible for: (i) failures of Services that have been in any way tampered with or altered by anyone other than an authorized representative of QES; (ii) failures due to lack of compliance with recommended maintenance procedures; and (iii) products requiring replacement due to normal wear and tear.

b) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES. THE PARTIES EXPRESSLY EXCLUDE AND CUSTOMER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c) IN NO EVENT WILL QES' ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SERVICES OR PRODUCTS THAT GIVE RISE TO A DISPUTE. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

9. INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES.

9.1 For purpose of this Section 9, the following definitions will apply: "QES Group" means QES Pressure Pumping LLC, its parent company, and affiliated companies, and its and their officers, directors, employees, contractors, subcontractors and invitees. "Customer Group" means Customer, its parent (if any), subsidiary and affiliated companies, co-owners, co-venturers, partners and any entity with whom Customer has an economic interest with respect to the Services, including Customer's joint interest owners and partners and its and their officers, directors, employees, contractors (not including QES), subcontractors and invitees.

9.2 QES INDEMNITY. QES AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF QES GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF QES GROUP.

9.3 CUSTOMER INDEMNITY. CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF CUSTOMER GROUP.

9.4 WELL. CUSTOMER WILL RELEASE, PROTECT, DEFEND, AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER IN THE EVENTS OF: (i) LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION, STRATA OR OIL OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER, (ii) LOSS OR DAMAGE TO THE HOLE OR WELL, (iii)

IMPAIRMENT OF PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO OIL, GAS, MINERAL OR WATER RESOURCES, AND (iv) REGAINING CONTROL OF ANY WILD WELL OR OUT OF CONTROL WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING REMOVAL OF WRECK, DEBRIS, EQUIPMENT, AND HAZARDOUS MATERIALS AND REMEDIATING ENVIRONMENTAL DAMAGE.

9.5 POLLUTION RESPONSIBILITY. Subject to paragraphs 9.2 and 9.3, it is understood and agreed between Customer and QES that the responsibility for pollution shall be as follows:

(a) QES WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND OF CHARACTER ARISING FROM POLLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND OR WATER FROM THE EQUIPMENT OF ANY MEMBER OF QES GROUP MAINTAINED IN QES GROUPS' CARE, CUSTODY AND CONTROL, AND ARISING FROM THE PERFORMANCE OF THE SERVICES.

(b) CUSTOMER WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM POLLUTION OTHER THAN THAT DESCRIBED IN SECTION 9.5(A) ABOVE, WHICH MAY OCCUR DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, POLLUTION RESULTING FROM FIRE, BLOWOUT, CRATERING, SEEPAGE OR OTHER UNCONTROLLED FLOW OF OIL, GAS OR OTHER SUBSTANCE.

9.6 WAIVER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER AND QES FURTHER AGREE THAT NEITHER PARTY WILL BE LIABLE TO THE OTHER OR EACH OTHER'S RESPECTIVE GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PRODUCTION, REVENUE, OR ANTICIPATED BUSINESS ("LOSSES"). CUSTOMER AGREES TO INDEMNIFY AND HOLD QES GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CUSTOMER GROUP. QES AGREES TO INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF QES GROUP.

9.7 EXCEPT AS OTHERWISE EXPRESSLY LIMITED BY THIS AGREEMENT OR BY LAW, ALL RELEASES, INDEMNITY OBLIGATIONS AND OTHER LIABILITIES ASSUMED UNDER THIS AGREEMENT WILL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES, INCLUDING WITHOUT LIMITATION, PREEXISTING CONDITIONS, UNSEAWORTHINESS, STRICT LIABILITY, WILLFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT NEGLIGENCE OF ANY PARTY.

9.8. Each Party hereunder agrees to support its indemnity obligations with liability insurance coverage with limits of liability not less than ten million dollars (\$10,000,000). It is the express intention of the Parties that the indemnities contained herein apply to the fullest extent permitted by applicable law, and in no event will a Party's indemnity obligation be limited to the amount of insurance carried by each Party.

THIS SECTION 9 WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. Insurance. All insurance policies of either Party, in any way related to the Services, whether or not required by this Agreement, shall to the extent of the risks and liabilities assumed by such party: (i) name the other party group as additional insured (except for worker's compensation, OEE/COW, or professional liability policies); (ii) waive subrogation as to the other party group; and (iii) be primary and non-contributory to any insurance of the other party group.

11. Force Majeure. Except the obligation to make payments when due, neither QES nor Customer will be liable nor deemed to be in breach of this Agreement for any delay or failure in performance resulting from the acts of God, civil or military authority, material change of law, any governmental action, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, national strikes, acute or unusual labor, material or equipment shortages, or any similar or dissimilar cause beyond the reasonable control of either Party. The Party so affected will as soon as such a cause or event occurs promptly notify the other Party in writing concerning the cause and the estimated effect and take reasonable measures with proper dispatch to remedy the condition. In the event Customer declares a force majeure occurrence, QES will be compensated at the standard daily rate for the materials and personnel that are standing idle as a consequence of the force majeure occurrence until Customer terminates the work order or work resumes.

12. Governing Law. This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree to submit to the exclusive jurisdiction of the federal or state courts located in Houston, Harris County, Texas with respect to any and all disputes that arise out of or are related in any way to the subject matter of this Agreement. This Section 12 will survive the termination or expiration of this Agreement.

13. Independent Contractor. QES will be an independent contractor with respect to the Services performed, and neither QES nor anyone employed by QES will be deemed for any purpose to be the employee, agent, servant, borrowed servant or representative of Customer.

14. Severability. In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule or regulation, the provision will be deemed modified to the extent required to comply, and the remaining terms, as modified, will remain in full force and effect.

15. Waiver. A waiver on the part of either Party of any breach of any term, provision or condition of this Agreement will not constitute a precedent and not bind either Party hereto to a waiver of any succeeding or other breach of the same or any other term, provision or condition of this Agreement.

16. Entire Agreement. This Agreement contains the entire agreement of the Parties with regard to the subject matter hereof and supersedes any prior oral and written agreements, contracts, representations or warranties between the Parties relating to the subject matter hereof. No amendment or modification of this Agreement will be effective unless it is in writing and signed by an authorized representative of each Party. If the Parties enter into a Master Service Agreement, then any term or condition herein which conflicts with the provisions of such Master Service Agreement will be deemed invalid.



REMIT TO
 QES Pressure Pumping LLC
 Dept:970
 P.O.Box 4346
 Houston,TX 77210-4346

MAIN OFFICE
 P.O.Box884
 Chanute,KS 66720
 620/431-9210,1-800/467-8676
 Fax 620/431-0012

Invoice

Invoice#

812738

Invoice Date: 03/29/18

Terms: Net 30

Page 1

VAL ENERGY

125 N. Market, Ste. 1110
 WICHITA KS 67202
 USA
 316-263-6688

Otto 2-21

Part No	Description	Quantity	Unit Price	Discount(%)	Total
CE0471	Cement Pump Charge 301' - 500' (Coalbed/Methane)	1.000	1,150.0000	30.000	805.00
CE0002	Equipment Mileage Charge - Heavy Equipment	30.000	7.1500	30.000	150.15
CE0711	Minimum Cement Delivery Charge	1.000	660.0000	30.000	462.00
CC5871	Surface Blend II, 2% Gel/3% CaCl	190.000	24.0000	30.000	3,192.00

Subtotal 6,584.50

Discounted Amount 1,975.35

SubTotal After Discount 4,609.15

Amount Due 6,949.30 If paid after 04/28/18

Tax: 255.36

Total: 4,864.51



PRESSURE PUMPING LLC
PO Box 884, Chanute, KS 66720
620-431-9210 or 800-467-8676

10302
10194

TICKET NUMBER 55059
LOCATION Cockley KS
FOREMAN Jerry K
Walt D

FIELD TICKET & TREATMENT REPORT
CEMENT

INVOICE # 812738

KS

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
3-26-18	85740	Otto 2-21	21	85	35W	Thomas
CUSTOMER						
MAILING ADDRESS			TRUCK #	DRIVER	TRUCK #	DRIVER
125 N. Market, Ste. 1110			731	PDW		
CITY			772-F127	Nes/W		
STATE						
ZIP CODE						
Wichita						
KS						
67202						

JOB TYPE Surge HOLE SIZE 12 1/4 HOLE DEPTH 212 CASING SIZE & WEIGHT 8 5/8 23.8
 CASING DEPTH 262 DRILL PIPE _____ TUBING _____ OTHER _____
 SLURRY WEIGHT 15.2 SLURRY VOL. 1.24 WATER gal/sk _____ CEMENT LEFT in CASING 20
 DISPLACEMENT 15.4661 DISPLACEMENT PSI _____ MIX PSI _____ RATE _____

REMARKS: Safety meeting & rig upon well R circulate casing mix 19056 cement
wash up disp with 15.4661 @ 5 hrs @ 2 1/2 bbl cement to disp

Cement
circulated

Thank you
Jerry K. Crick

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
CE0171	1	PUMP CHARGE	1150.00	1150.00
CE0002	30	MILEAGE	7.15	214.50
CE0711	8.93	hourly delay	660.00	660.00
CCS871	190 stc	surface bleed off	24.00	4560.00
			subtotal	6584.50
			-30%	1975.35
			subtotal	4609.15
			SALES TAX	255.36
			ESTIMATED TOTAL	4864.51

AVIN 3737
 AUTHORIZATION [Signature] TITLE Toolpusher DATE _____

I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records, at our office, and conditions of service on the back of this form are in effect for services identified on this form.

TERMS AND CONDITIONS

ATTENTION: THESE TERMS AND CONDITIONS CONTAIN INDEMNITY PROVISIONS FOR DAMAGE TO PERSONS AND PROPERTY.

All Services or Products provided by QES Pressure Pumping LLC (fka Consolidated Oil Well Services LLC) are subject to these Terms and Conditions unless superseded by a Master Service Agreement signed by the parties. In the event Customer does not accept these Terms and Conditions as written, Customer must request a Master Service Agreement from QES' Contracts Administration Department at msa@qesllp.com.

The operations, services, supplies, materials, personnel or goods to be provided ("Services" or "Products" as applicable) by QES Pressure Pumping LLC ("QES") will be provided to you as customer ("Customer") in accordance with the following terms and conditions ("Agreement"). QES and Customer may be referred to as "Party" or "Parties".

1. **Price and Taxes.** Customer will pay QES for the Services or Products in accordance with QES' quoted price which excludes applicable taxes or process license fees. Customer shall pay all applicable taxes and process license fees related to the Services and/or Products. QES' prices are subject to change without notice.

2. **Terms of Payment.** Customer will pay QES cash in advance for Services and Products unless QES has approved credit prior to the performance of the Services and/or delivery of the Products. Credit terms for approved accounts require full payment of the invoiced amount within 30 days from the date of invoice. All invoices not paid within 30 days will be charged an interest rate of 1 1/4% per month or the maximum rate allowed under applicable state law, whichever is higher. Customer will be responsible for any fees incurred by QES in the collection of any amounts owed to QES including but not limited to attorney's fees and/or collection fee costs.

3. **Proof of Services or Delivery of Products.** QES will furnish verification of proof of Services performed and Product delivered to Customer's representative at the time of performance of the Services or Product delivery. Customer agrees to sign and return such verification indicating Customer's acceptance of the Services or Products.

4. **Delivery or Completion.** All liability and responsibility of QES ceases when: (1) Products are delivered to the Customer by QES and no longer in the care, custody and control of QES or (2) when the carrier receives the Products and/or shipment. QES will not be responsible for loss or damage to Products in transit or for delays of carriers in delivering goods. In case of shortage, non-conformance, or apparent damage, it is the Customer's responsibility to secure written acknowledgement from the carrier before Customer accepts delivery. Additionally, QES will not be liable for any damage for delays in delivery or completion due to a Force-Majeure (as defined below), acts or omissions of the Customer, third party material or manufacturing delays, impossibility or impracticability of performance or any other cause or causes beyond the control of QES. In the event of a delay caused by the aforesaid, the delivery or completion date will be extended for a period equal to any such delay, and the purchase or service will not be void or voidable as a result thereof.

5. **Well or Service Site Conditions.** Customer, having custody and control of the well and/or service site, and having superior knowledge of the same and the conditions surrounding them, warrants that the well and/or service site will be in proper condition to receive and accommodate Services and Products. Upon QES' request, Customer will provide documentation to verify that the well or service site is adequate to support the Services and the delivery of Products. Customer also warrants that QES' personnel and equipment will be able to safely access the well and service site and that any special equipment or road improvements required for such access will be the responsibility of Customer, unless otherwise agreed to by the parties.

6. **Chemical Handling and Hazardous Materials.** Customer agrees that for any waste created as part of the Services, Customer will be considered the "generator" for purposes of any applicable laws or regulations pertaining to the transportation, storage and handling of chemicals and hazardous materials.

7. **Data, Data Transmission and Storage.** QES does not warrant or guarantee the accuracy of any research analysis, survey, or other data generated for the Services. QES is not responsible for any accidental or intentional interception of such data by third parties and it is the responsibility of the Customer to safeguard such data against loss including any need to secure digital or paper copies for storage.

8. WARRANTIES - LIMITATION OF LIABILITY.

(a) QES warrants that the Services and Products will: (i) be free from defects in materials and workmanship; (ii) be performed in a good and workmanlike manner, in accordance with good oilfield servicing practices; and (iii) conform to the plans, specifications and technical information provided in writing by Customer until the Services or Products are accepted by Customer or QES' contractual obligations are met. In the event that Customer discovers a defect in the Services or Products within the warranty period specified above, Customer will notify QES of such defect. In the event that QES confirms that the Services or Products are defective, QES's liability and Customer's exclusive remedy in any cause of action (whether in tort, contract, breach of warranty or otherwise) arising out of the sale or use of any Services or Products is expressly limited to, at QES' option, the (i) replacement of such Services or Products upon their return to QES or (ii) a credit to Customer for the full price paid by Customer for the defective segment of the Services or Products upon their return to QES. In the case of products or parts, not wholly of QES' manufacture, QES' liability will be limited to the extent of its recovery from the manufacturer of such products or parts under its liability to QES. QES will not be liable for any damages, claims, losses or expenses of Customer resulting from such defects or for damages resulting from delays, loss of use, or other direct, indirect, incidental, punitive or consequential damages of any kind. QES will not be responsible for: (i) failures of Services that have been in any way tampered with or altered by anyone other than an authorized representative of QES; (ii) failures due to lack of compliance with recommended maintenance procedures; and (iii) products requiring replacement due to normal wear and tear.

(b) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES. THE PARTIES EXPRESSLY EXCLUDE AND CUSTOMER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) IN NO EVENT WILL QES' ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SERVICES OR PRODUCTS THAT GIVE RISE TO A DISPUTE. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

9. INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES.

9.1 For purpose of this Section 9, the following definitions will apply: "QES Group" means QES Pressure Pumping LLC, its parent company, and affiliated companies, and its and their officers, directors, employees, contractors, subcontractors and invitees. "Customer Group" means Customer, its parent (if any), subsidiary and affiliated companies, co-owners, co-venturers, partners and any entity with whom Customer has an economic interest with respect to the Services, including Customer's joint interest owners and partners and its and their officers, directors, employees, contractors (not including QES), subcontractors and invitees.

9.2 QES INDEMNITY. QES AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF QES GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF QES GROUP.

9.3 CUSTOMER INDEMNITY. CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF CUSTOMER GROUP.

9.4 WELL. CUSTOMER WILL RELEASE, PROTECT, DEFEND, AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER IN THE EVENTS OF: (i) LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION, STRATA OR OIL OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER, (ii) LOSS OR DAMAGE TO THE HOLE OR WELL, (iii)

IMPAIRMENT OF PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO OIL, GAS, MINERAL OR WATER RESOURCES, AND (iv) REGAINING CONTROL OF ANY WILD WELL OR OUT OF CONTROL WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING REMOVAL OF WRECK, DEBRIS, EQUIPMENT, AND HAZARDOUS MATERIALS AND REMEDIATING ENVIRONMENTAL DAMAGE.

9.5 POLLUTION RESPONSIBILITY. Subject to paragraphs 9.2 and 9.3, it is understood and agreed between Customer and QES that the responsibility for pollution shall be as follows:

(a) QES WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND OF CHARACTER ARISING FROM POLLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND OR WATER FROM THE EQUIPMENT OF ANY MEMBER OF QES GROUP MAINTAINED IN QES GROUPS' CARE, CUSTODY AND CONTROL, AND ARISING FROM THE PERFORMANCE OF THE SERVICES.

(b) CUSTOMER WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM POLLUTION OTHER THAN THAT DESCRIBED IN SECTION 9.5(A) ABOVE, WHICH MAY OCCUR DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, POLLUTION RESULTING FROM FIRE, BLOWOUT, CRATERING, SEEPAGE OR OTHER UNCONTROLLED FLOW OF OIL, GAS OR OTHER SUBSTANCE.

9.6 WAIVER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER AND QES FURTHER AGREE THAT NEITHER PARTY WILL BE LIABLE TO THE OTHER OR EACH OTHER'S RESPECTIVE GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PRODUCTION, REVENUE, OR ANTICIPATED BUSINESS ("LOSSES"). CUSTOMER AGREES TO INDEMNIFY AND HOLD QES GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CUSTOMER GROUP. QES AGREES TO INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF QES GROUP.

9.7 EXCEPT AS OTHERWISE EXPRESSLY LIMITED BY THIS AGREEMENT OR BY LAW, ALL RELEASES, INDEMNITY OBLIGATIONS AND OTHER LIABILITIES ASSUMED UNDER THIS AGREEMENT WILL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES, INCLUDING, WITHOUT LIMITATION, PREEXISTING CONDITIONS, UNSEAWORTHINESS, STRICT LIABILITY, WILLFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT NEGLIGENCE OF ANY PARTY.

9.8. Each Party hereunder agrees to support its indemnity obligations with liability insurance coverage with limits of liability not less than ten million dollars (\$10,000,000). It is the express intention of the Parties that the indemnities contained herein apply to the fullest extent permitted by applicable law, and in no event will a Party's indemnity obligation be limited to the amount of insurance carried by each Party.

THIS SECTION 9 WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. **Insurance.** All insurance policies of either Party, in any way related to the Services, whether or not required by this Agreement, shall to the extent of the risks and liabilities assumed by such party: (i) name the other party group as additional insured (except for worker's compensation, OEE/COW, or professional liability policies), (ii) waive subrogation as to the other party group; and (iii) be primary and non-contributory to any insurance of the other party group.

11. **Force Majeure.** Except the obligation to make payments when due, neither QES nor Customer will be liable nor deemed to be in breach of this Agreement for any delay or failure in performance resulting from the acts of God, civil or military authority, material change of law, any governmental action, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, national strikes, acute or unusual labor, material or equipment shortages, or any similar or dissimilar cause beyond the reasonable control of either Party. The Party so affected will as soon as such a cause or event occurs promptly notify the other Party in writing concerning the cause and the estimated effect and take reasonable measures with proper dispatch to remedy the condition. In the event Customer declares a force majeure occurrence, QES will be compensated at the standard daily rate for the materials and personnel that are standing idle as a consequence of the force majeure occurrence until Customer terminates the work order or work resumes.

12. **Governing Law.** This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree to submit to the exclusive jurisdiction of the federal or state courts located in Houston, Harris County, Texas with respect to any and all disputes that arise out of or are related in any way to the subject matter of this Agreement. This Section 12 will survive the termination or expiration of this Agreement.

13. **Independent Contractor.** QES will be an independent contractor with respect to the Services performed, and neither QES nor anyone employed by QES will be deemed for any purpose to be the employee, agent, servant, borrowed servant or representative of Customer.

14. **Severability.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule or regulation, the provision will be deemed modified to the extent required to comply, and the remaining terms, as modified, will remain in full force and effect.

15. **Waiver.** A waiver on the part of either Party of any breach of any term, provision or condition of this Agreement will not constitute a precedent and not bind either Party hereto to a waiver of any succeeding or other breach of the same or any other term, provision or condition of this Agreement.

16. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with regard to the subject matter hereof and supersedes any prior oral and written agreements, contracts, representations or warranties between the Parties relating to the subject matter hereof. No amendment or modification of this Agreement will be effective unless it is in writing and signed by an authorized representative of each Party. If the Parties enter into a Master Service Agreement, then any term or condition herein which conflicts with the provisions of such Master Service Agreement will be deemed invalid.